

July 22, 2002

**TAC #622
JANITORIAL SERVICE
PW/BLDG. OPERS.
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. Exhibit B is revised as follows:

EXHIBIT B

TIME OF CONTRACT SERVICES TO BE AS FOLLOWS

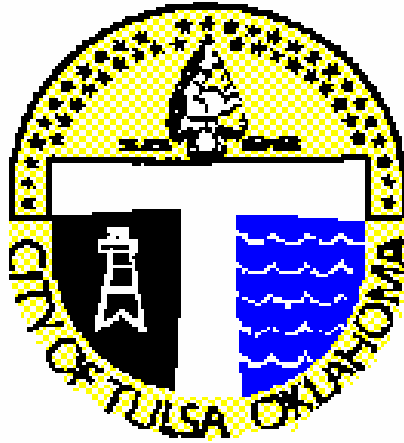
Location Item Number	Day Shift: Between 7:30 AM – 3:00 PM Monday, Wednesday, Friday	Day Shift: Between 7:00 AM – 5:00 PM Monday, Wednesday, Friday	Evening Shift: 5:00 PM – 1:30 AM Monday, Wednesday, Friday	Weekend Coverage
ITEM 1		X		
ITEM 2			X	
ITEM 3			X	
ITEM 4			X	

All other provisions remain the same.

Please include this addendum with your bid submittal.

COMPANY NAME

SIGNATURE



INVITATION FOR SEALED BID

TAC 622

Description: JANITORIAL SERVICE

Department: PW/BLDG. OPERS.

NIGP Commodity Code(s): 910-39-00-000-0

Total pages including this page is 43

NOTE: FAXING OF BID 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 : <http://www.cityoftulsapurchasing.org/>

you must notify the buyer Laura Blades of your intent to bid by e-mail 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.

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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

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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: August 29, 2002

BID NUMBER: TAC 622

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: July 23, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: **\$1,000.00**

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

Mandatory Pre-Bid Conference (see Section 1.24)

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 SEALED 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 #622

ITEM #1 Custodial Service for Raw Water Supply, 2601 N. 193rd E. Ave.

TOTAL BID \$ _____ per month

ITEM #2 Custodial Service for EM/Sewer Base Garage.4234 Mingo

TOTAL BID \$ _____ per month

ITEM #3 Custodial Service for Water & Sewer/PW, 1402 S. Trenton (Old FS #8)

TOTAL BID \$ _____ per month

ITEM #4 Custodial Service for Maintenance Shop, 106 W. Archer

TOTAL BID \$ _____ per month

ITEM #5 Additional Custodial Service as requested.

\$ _____ per hour

\$ _____ per hour OT

EXHIBIT A

JANITORIAL CLEANING REQUIREMENT

<u>ITEM</u>	<u>BUILDING</u>	<u>LOCATION</u>	<u>SQ. FT.</u>
1.	PW/Raw Water Supply	2601 North 193 rd E. Ave.	19,500
2.	EM/Sewer Base Garage	4234 North Mingo	428
3.	PW/Public Facilities	1402 South Trenton	2,400
4.	PW Facilities Maintenance Shop	106 West Archer	<u>1,900</u>
Total Square Footage			24,228

NOTES:

- ITEM 1 Includes entire office building and various offices, lunch/break rooms, bath rooms within the warehouse (Does not include the garage area)
- ITEM 2 Does not include the garage area
- ITEM 3 Does not include the garage area
- ITEM 4 Does not include the garage/shop areas

EXHIBIT B

TIME OF CONTRACT SERVICES TO BE AS FOLLOWS

Location Item Number	Day Shift: Between 7:30 AM – 3:00 PM Mon. – Fri.	Day Shift: Between 7:00 AM – 5:00 PM Mon. – Fri.	Evening Shift: 5:00 PM – 1:30 AM Monday, Wednesday, Friday	Weekend Coverage
ITEM 1			X	
ITEM 2			X	
ITEM 3			X	
ITEM 4			X	

TAC #622 JANITORIAL SERVICES PW/CITY OF TULSA

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source for furnishing Janitorial Services on an annual basis at various locations for the City of Tulsa. (See 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 change is provided to bidders in written addendum form from the Purchasing Division.

AWARD OF BID:

The bid shall be awarded to the firm(s) 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 Title.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder. 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;
- j. the number and scope of conditions attached to the bid, and
- k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.

Terms and conditions shown on page 4 apply to this transaction.

3. Interviews may be conducted after the bids are opened, but prior to award of the bid. Each bidder shall present the following information. This information is to accompany your bid.
 - a. Approach to the assignment and any unusual problems anticipated;
 - b. Availability of resources and capability to meet the completion schedule;
 - c. Name, resume and background of the managing professorial and other key individuals to be associated with the assignment;
 - d. Management capacity and procedures for management of the engagement;
 - e. A financial statement of contracting firm.

In evaluating the bids Building Operations will consider the following:

- a. Professional qualification, specialized experience and technical competence of the firm with respect to the type of service required;
- b. Capacity and capability of the firm to meet the required quality of work and schedules;
- c. Record of past performance with the City and other agencies cleaning buildings similar in size and scope;
- d. Qualifications and experience of the principals of the firm, managing professional and key staff professionals selected for the project;
- e. Experience of the professional and technical staff with respect to the magnitude of the assignment.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

A. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employees or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (2) The contractor, in all solicitations or advertisements for employment placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The contractor will include the provision of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

OTHER APPLICABLE LAWS:

Any provisions 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.

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.

PRICE ADJUSTMENT OPTION

The price for service under this contract shall not change during the term of this contract. However, if the bidder anticipates that it will not be able to maintain firm prices for any renewal period, a change in price may be allowed in a renewal of this contract if the following criteria are met:

- (1) The bidder includes a formula, to be used to calculate a change in price at the time of renewal, **in the bid for the initial contract**. Such formula shall be reasonable, objective and capable of measurement.
- (2) The contractor notifies the City, in writing, no later than 60 days prior to the expiration of the initial contract period, or any renewal period, of its intent to exercise

the right to escalate or de-escalate prices under the contract. The notice shall include a calculation of the price increase or decrease requested including the formula used.

The City reserves the right to reject any or all bids; to waive any or all formalities in connection therewith, and does not bind itself to accept the lowest bid or any proposal for the work or any part thereof; and, shall have the right to ask for new bids.

No bidder may withdraw his bid within sixty (60) days after actual date of the opening thereof.

JANITORIAL SERVICES

1. SPECIFICATIONS

1.1 BID BOND:

A Certified or Cashier's Check or Bidder's Surety Bond, in the sum of \$1,000.00 will be required from each bidder to be retained as liquidated damages in the event the successful bidder fails, neglects or refuses to enter into said contract and furnish the necessary bonds, insurance certificates, etc. as specified, within ten (10) days from and after the date the contract document is received from the City of Tulsa Legal Department.

1.2 RISK OF LOSS:

Seller agrees to bear all risk of loss, injury or destruction of goods and materials ordered as a result of this contract which occur prior to delivery to the City; and such loss, injury or destruction shall not release Seller from any obligation hereunder.

1.3 PAYMENTS:

Contractor shall be paid on a monthly basis in arrears.

The **(TAC Number)** and **(CURRENT CONTRACT AGREEMENT NUMBER)** shall identify monthly invoice(s) with the cost broken down for each location, line by line, and a total invoice cost. Completed invoice(s) shall be submitted to:

**City of Tulsa
Public Works/ Building Operations
200 Civic Center, Room B-03
Tulsa, Oklahoma 74103**

1.4 INSURANCE:

Contractor, performing as an independent Contractor hereunder shall be fully responsible for providing Workers’ Compensation and General Liability coverage as follows:

<u>Type of Coverage:</u>	<u>Limits of Liability (Minimum):</u>
Workmen’s Compensation Comprehensive General Liability	Statutory
Bodily Injury	\$175,000 - Each person per occurrence
Property Damage	\$25,000 - Per claim or claimant per occurrence
Bodily Injury/Property	\$1,000,000 – Aggregate per occurrence

The City shall have **NO** responsibility of liability for such insurance coverage.

Contractor must provide a certificate of insurance compliance within ten (10) calendar days after notification of award and 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 #622** and must be notified thirty (30) days in advance of insurance cancellation or termination”. Certification must include: Name and address of insurance company (must be licensed to transact business in the State of Oklahoma); Policy number; and, liability coverage and amounts.

Certification to be submitted to: City Legal Department. (See Section 1.27)

1.5 INDEMNIFICATION OF CITY AGAINST LIABILITY:

The Contractor agrees to indemnify and save harmless the City of Tulsa, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnity, from all suits, including attorney’s fees and cost of litigation, actions, loss, damage, expense, cost of claims, of any character or any nature arising out of the work done in fulfillment of the construction of the improvement under the terms of this contract or on account of any act, claim or amount arising or recovered under Workers’ Compensation law, or arising out of the failure of the Contractor or those acting under Contractor to conform to any statues, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnity shall in all instances, except for loss or damage resulting from the sole negligence of the indemnity, be indemnified against all liability, loss or damage or any nature

whatever for or on account of any injuries or death of person or damages to or destruction of property belonging to any person arising, out of or in any way connected with the performance of this contract, regardless of whether or not the liability, loss or damage is caused by, or alleged to be caused in part by the negligence or fault of the indemnity. This contract of indemnity shall be interpreted to require the Contractor to indemnify for loss or damage caused by an indemnity's negligence or fault so long as the indemnities negligence, gross negligence or fault was not the sole cause of the injury.

1.6 LIENS:

Because this is a public purchase, Contractor shall hold the City harmless from any claimants supplying labor or materials to the Contractor or his sub-contractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before City will make payment.

1.7 SAMPLES:

Upon request, bidders are required to furnish a sample of the goods and/or service to be supplied. Any sample submitted shall create an express warranty that the whole of the goods and/or service shall conform to the sample submitted. All samples become the property of the City unless designated otherwise by the bidder.

1.8 CONTRACTOR'S PERFORMANCE:

Contractor shall furnish all necessary labor, tools, appliances, equipment, supplies, maintenance and other accessories, services and facilities to perform the custodial services at the City facilities designated in Section 2, Scope, of this invitation for bid. Contractor shall guarantee a minimum of labor hours, including lead personnel, on all shifts. This time is specified only for general purpose cleaning. Additional labor for periodicals will be required. All work shall be performed in strict accordance with the cleaning equipment and product specifications and standards of performance specifications attached hereto and made a part thereof. The Deputy Director of PW/Public Facilities Maintenance or authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the Deputy Director or authorized representative, performance becomes unsatisfactory, the City shall notify the Contractor.

Contractors must have a working phone number where they can be contacted within thirty (30) minutes, seven (7) days per week.

Contractors must also have a working fax number where copies of reports and other information can be sent as needed.

When a Contractor is notified that services were not provided on a scheduled date, or the overall quality level was unsatisfactory, an amount equal to one month's bill pro-rated for the number of days of unsatisfactory or skipped services received in that monthly will be deducted from balances due or to become due the Contractor. If the quality of an important portion of the services is unacceptable, then an amount will be deducted from balance due or to become due the Contractor to cover the time necessary to do the deficient function acceptably, multiplied by \$18.00 per man-hour or multiplied by the hourly labor rate specified by the Contractor in the Bid Price Schedule of this agreement, whichever is greater. The minimum deduction, regardless of the time necessary to correct the deficiency, shall be \$54.00. A Contractor will be allowed the option of eliminating a deduction for washroom deficiencies only. To exercise this option the Contractor must begin corrective action on site within three (3) hours of notification of the deficiency. If the contractor cannot be contacted at a contracted facility site or by phone, the option to eliminate a deduction by correcting the deficiency is waived. Repeated incidences of unsatisfactory performance will result in cancellation of the agreement for default.

1.9 ADDITIONAL SERVICES:

The Contractor hereby agrees that any of its employees who may be assigned to the City of Tulsa buildings to satisfy Contractor's obligations under this Contract, shall be used exclusively for the purpose during the hours which they are working in areas covered by this Contract and shall perform no other custodial work at the City of Tulsa facilities. In the event that other custodial services, in addition to or separate from the services specified herein, may be deemed necessary by the Building Operations Section of the Public Works Department or authorized representative, the Contractor may be requested to perform the additional services. The Contractor will be reimbursed by the City on the basis of the hourly labor rate specified by the Contractor in Bid Price Schedule of this agreement, plus the cost of the materials needed for the additional cleaning service.

1.10 ENERGY CONSERVATION:

Shall be practiced and, lights in unoccupied areas turned off, except where centrally controlled, and windows and doors kept closed.

1.11 CONTRACTOR'S EMPLOYEES:

Contractor shall submit and maintain a current list of names, addresses, dates of birth and Social Security numbers of all employees who perform work under this contract. All changes in the employment list shall be reported to the City within 5 days prior to working in City facilities. Said list and changes are to be submitted to Building Operations. Contractor is not allowed to employ illegal aliens to perform custodial services or any services in City facilities. To determine if an employee is not an illegal alien, the employee must have either

a birth certificate, Certificate of Naturalization, Immigration card, or a special entry permit.

No contractor personnel will be allowed to work in said facilities without prior approval.

City reserves the right to demand polygraph examination and/or background investigation of any Contractor employee before beginning work in the City of Tulsa facilities and during the course of contract at Contractor's cost.

1.12 EMPLOYEE IDENTIFICATION AND BUILDING ACCESS:

Identification badges shall be furnished by the Contractor to be worn and displayed at all times by all Contractor's employees while on City's premises.

Badges shall contain the minimum information:

Contractor's name, phone number, and address.

Employee's picture, name, signature and social security number.

Contractor's employees may not leave the premises during working hours except in cases of emergency and on approval of the Building Operations Section of the Public Works Department or authorized representative.

The Building Operators Section of the Public Works Department or authorized representative shall designate restricted areas and non-restricted areas of each building.

All doors interior and exterior shall be checked and locked on completion of cleaning and alarm systems restored. Any exceptions shall be listed in the nightly report before leaving.

Only authorized Contractor employees are allowed on the premises of the City of Tulsa buildings. Contractor employees shall not be accompanied in their work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor's employee.

1.13 EMPLOYEE STRIKES:

If any type strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Contractor at the City of Tulsa facilities, which results in the curtailment or discontinuation of services performed hereunder, the City shall have the right during said period to perform said services of Contractor using such equipment which is used by the Contractor.

1.14 TYPE OF WORK SUPERVISION:

The Contractor shall provide supervision and appropriate training to assure competent performance of the work and the contractor or his authorized agent will make sufficient daily routine inspections to ensure that the work is performed as required by this Contract. Copies of these inspection reports will be provided to the City upon request. Contractor's Job Manager and Supervisors must be literate and fluent in the English language, because of the necessity to read chemical labels, job instruction and signs, as well as the need for conversing with management personnel. The City may require a supervisor on specific sites.

1.15 INSPECTIONS:

The Building Operations Section of the Public Works Department or authorized representative may conduct random daily inspections of the areas covered under this contract and shall prepare a performance review prior to the end of the term of the Contract.

Any major complaints that required documentation of services performed or alleged violation of the contract either by the successful bidder or the City shall be filed by either and/or both parties in writing to Public Works with a copy to the City of Tulsa Purchasing Agent, within twenty-four (24) hours after the infraction.

1.16 SAFETY:

The Contractor will be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act and other Federal, State or local regulations which affect custodial and housekeeping operations. Material Safety Data Sheets (MSDS) must be supplied on all chemicals utilized under this contract upon its award. All chemicals utilized in City facilities must be properly identified with manufacturer's label.

For all operations requiring the placement and movement of the Contractor's equipment, Contractor shall observe and exercise and compel his employees to observe and exercise all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel.

1.17 TELEPHONE SERVICE:

Contractor shall be allowed job-related use of local City telephone service at no cost to the Contractor. Contractor will pay the cost of repair damage, caused by Contractor's employees, to the telephone equipment over and above normal wear and tear. No tool charges will be allowed by the contractor and/or Contractor's employees.

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

1.18 STORAGE SPACE:

Contractor may store supplies, materials and equipment only in storage areas in the City of Tulsa facility premises designated by the Building Operations Section of the Public Works Department or authorized representative. Contractor agrees to keep his portion of this storage area in accordance with all applicable fire regulations. The use of City storage facilities will be on a space available basis and subject to the approval of the Building Operations Section of the Public Works Department or authorized representative.

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

1.19 NIGHTLY REPORT AND SIGN IN SHEET

The nightly report shall be signed and dated daily by Contractor; **THE USE OF DITTO MARKS WILL NOT BE ACCEPTED.** Nightly reports shall also contain the following information as a minimum:

Discrepancies from the routine work scheduled and an explanation of the circumstances involved.

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

Damage, vandalism or broken windows by description and location.

Any and all problems and/or complaints of a minor nature, or similar isolated incidences, may be handled directly between the Contractor's foreman and the Building Operations Section of the Public Works Department or authorized representative. A summary of the incident and resolution shall be contained in the nightly report.

Each person working in City facilities will be required to sign in and out, with area of responsibility noted as outlined on the form provided by the City.

Under no circumstances will any individual enter another person's name or time on this form.

Failures to sign the sign-in sheet will result in being counted as skipped service with corrective action taken per Section 1.8 CONTRACTOR'S PERFORMANCE.

The City will supply copies of the form.

1.20 PERFORMANCE INTERFERENCE:

Contractor shall notify Building Operations, immediately of any occurrence or conditions within the buildings that interfere with the full performance of the contract and confirm it in writing within twenty-four (24) hours.

1.21 BUILDING SECURITY:

All outside entrance doors shall be secured at all times.

KEYS: The Contractor will be provided with one (1) set of keys to allow access to rooms or buildings, which require cleaning and one (1) back up set of keys. **All building keys or room keys provided to the Contractor shall not be duplicated, nor are they to be issued to any particular individual to be retained in his possession while not physically performing duties under this contract. Keys provided to the Contractor will not be duplicated, nor are they to be issued to any particular individual to be retained in his possession while not physically performing duties under this contract. Along with back up keys the contractor will be supplied with keys to fit the paper towel dispensers, soap dispensers, etc. It shall be the responsibility of the Contractor to supply any additional keys of this type to their employees as needed.**

Key issue forms: Contractor shall be required to sign a key issue form for all building/room keys and **must** return all keys issued at the end of the contract.

Keys not returned shall cause a breach of security.

Lost Keys: Lost keys will be replaced by the City at a cost of \$12.00 each to the Contractor. At owners option exterior-building locks may be re-keyed at Contractors expense per "Breach in Security".

Broken Keys: Broken keys will be replaced by the City at a cost of \$7.00 each to the Contractor. Any key replaced without the broken key being returned shall be considered a lost key.

Excessive lost keys and/or broken keys shall result in a breach in security of the facilities.

Breach in security: If a breach in security results from the loss of keys, broken keys, or keys not being returned thereby requiring that locks be changed or re-keyed, an additional charge of \$40.00 for each lock will be made. These charges will be deducted from monthly payments made to Contractor.

1.22 ALL FLOOR SPACE AT SERVICE LOCATIONS IS APPLICABLE UNLESS SPECIFICALLY EXEMPTED.

1.23 CONTRACTOR'S EMPLOYEES ARE SPECIFICALLY PROHIBITED FROM SIGNING FOR OR ACKNOWLEDGING RECEIPT OF DELIVERIES TO CITY DEPARTMENTS.

1.24 PRE-BID CONFERENCE (MANDATORY):

A pre-bid conference will be conducted on **August 15, 2002, at 10:00 a.m., Francis Campbell City Council, 300 Civic Center, Tulsa, Oklahoma.** Perspective bidders **must attend** the mandatory pre-bid conference.

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

1.25 SITE INSPECTION (MANDATORY):

All potential bidders **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.

Bids submitted for locations on which the scheduled pre-bid walk-through inspection has not been performed will be considered as non-responsive and rejected.

1.26 CONTRACT AND PERFORMANCE BOND:

The successful bidder will be required to enter into contract with the City in accordance with Item 15 of the Terms and Conditions as printed on the back of the Invitation for Sealed Bids form. The term of the contract will be for one (1) year with the option to renew for two (2) additional years, renewable annually with mutual agreement.

The successful bidder shall furnish a Performance Bond in the amount of 5% of the first year's bid price. Performance Bond to remain in effect for the duration of contract and to run concurrently with the contract term. Evidence of the insurance and Performance Bond is to be submitted to the City Legal Department prior to execution of the contract and before performance begins.

1.27 FINANCIAL STATEMENT:

Successful bidder(s) may be required to provide a financial statement of the past two (2) year's operations before award is made.

1.28 PREVIOUS EXPERIENCE:

All bidders shall provide proof of at least two (2) continuous years of experience cleaning buildings similar in size and scope of Exhibit "A".

1.29 CONTRACT CANCELLATION:

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

1.30 CONTRACT ASSIGNMENT/SUB-CONTRACT:

Custodial Services contract shall not be assigned or sub-contracted without prior written approval of the Building Operations Section of the Public Works Department.

2. SCOPE OF WORK

For the supply of custodial services for a one year period during the contract period beginning on or about **November 1, 2002**.

Labor requirements do not reflect periodic work requirements. This labor is only for general purpose cleaning. Bidder shall include all labor for the periodic work with their bid.

A breakdown of locations and square footage in each facility of the various types of area for which custodial services are required is shown in Exhibit "A", attached.

Contractor shall provide the cleaning equipment specified in cleaning equipment specifications. The cleaning equipment and product specifications and standards of performance listed shall be considered as the minimum cleaning equipment and product specifications and standard of performance required to perform acceptable services at the facilities listed. The City reserves the right to require the Contractor to use cleaning materials conforming to the specifications listed, if Contractor's cleaning products are not, in the City's opinion, providing an effective sanitation and/or cleanliness appearance for the facilities. Use of materials other than those specified must be approved in writing by the Building Operations Section of the Public Works Department or authorized representative.

Contractor shall furnish any and all cleaners, disinfectants, waxes, wax stripping materials, wastebasket liners, and any other products required to provide the cleaning services specified above.

Contractor to fill dispensers using City furnished supplies as listed in Section 2.3.5..

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

Contractor shall be responsible for the scheduling of the cleaning requirements specified herein per Exhibit "B", attached. Work shall be scheduled such that it will not disrupt the functions and normal day-to-day procedures of the City facilities. The City reserves the right to approve and make suggested changes to the schedule set up by the Contractor. The specific cleaning requirements specified above establish the minimum cleaning requirements. It is expressly understood by the Contractor that the intent of this contract is to supply the complete custodial services for the interior and exterior portions of the buildings listed.

A complete work schedule month by month for the first- (1) year of this contract shall be submitted to and approved by the Building Operations Section of the Public Works Department within fifteen (15) calendar days after award. Adjustments to this work schedule may be made as proven to be necessary.

2.1 TASK AND FREQUENCY SCHEDULE:

<u>DUTIES TO BE PERFORMED THROUGHOUT THE FACILITY</u>	<u>FREQUENCY</u>
<u>GENERAL REQUIRMENTS:</u>	
Empty Waste Receptacles and wash as needed	Daily
Empty Recycle Receptacles (where applicable)	Daily
Wash/Clean desk tops (only if the desk tops are cleared of paper)	Daily
Clean/Wash metal desk frames	Monthly
Clean and sanitize telephone instruments	Daily
Polish wood furniture	Weekly
Empty and wash ash trays	Daily
Wipe and clean chairs	Daily
Clean all glass partitions and ledges	Weekly
Clean light switches and spot clean walls for fingerprints	Daily
Clean all window sills	Weekly
Clean radiator vents (Air vents supply and return)	Weekly
Clean all door handles, frames and kick plates	Daily
Clean <u>exterior</u> of refrigerators and microwave ovens	Weekly
Clean and disinfect drinking fountains	Daily
Clean coat racks	Monthly
Wipe and clean top of shelves and file cabinets	Weekly
Wash file cabinets-totally	Monthly
Replace chairs and waste baskets in proper place after cleaning	Daily
All waste material shall be removed to and loaded into dumpster, as provided by City, for disposal	Daily
Concrete flooring sealed	As Needed
Dust mop with treated mops floor of entire building	Daily
Wet mop office type floors with a general-purpose product to ensure clean areas	Daily
Spot Wash walls of entire building	Monthly
Light fixtures	As Needed with Semi-Annually (Minimum)
Sinks in all areas – washed	Daily
Spray buff floors in all areas to remove black marks and scuff marks	Daily
Strip and or scrub and refinish hard floor surfaces	As Needed with Quarterly (Minimum)
Clean corners of rooms and around telephone and electrical mounted plugs	Daily
Wash inside of all exterior windows - entire facility	Quarterly
Wash all exterior window glass – (Plaza and Street levels)	Quarterly
Wash all partition glass	Weekly
Vacuum and spot clean all carpeted areas, apply anti-static spray, if required	Daily
Extract all carpeted areas	As Needed
Bonnett and/or surface clean carpets	As Needed
Buff main lobby, hallways floors, and heavy traffic areas	Daily
Buff office type areas	Weekly
Blinds dusted and/or washed	Daily
Vending machines washed	Daily
Carpet pile lifted using pile lift machine (all areas)	Monthly

ELEVATORS:

Inside and outside wiped clean and polished with non-oily or greasy polish.	Daily
All Chrome to be highly polished with no streaks.	
Floors swept and damp mopped	Daily
Vacuum all carpeted flooring	Daily
Elevator tracks cleaned	Daily
Spot carpeting	Daily
Light fixtures cleaned	Weekly
Surface clean carpets	Monthly
Strip and refinish floors	Weekly
Extract carpeting	As Needed

STAIRWELLS:

Stairwells swept and damp-mopped	Daily
Stairwells vacuum and spot clean all carpeted areas	Daily
Handrails dusted and maintained free of hand prints, etc.	Daily
Stairwell walls (spot-washed)	Semi-Annually
Stairwell walls (spot-washed)	Daily
Stairs stripped and sealed	As Needed with Quarterly (Minimum)

MISCELLANEOUS:

Ash urns are cleaned (sand replaced when dirty) in all public areas	Daily
Main lobby doors and glass cleaned and polished	Daily
Main lobby floor tile in City Hall, PCB, and E-911 broom swept and scrubbed	Daily
Entrance mats, telephone booths and all waiting areas cleaned	Daily
Maintain all outside entrances and sidewalks up to 6 ft. from bldg.	Daily
Weight rooms/Exercise rooms/Training rooms cleaned	Daily
Garage and warehouse concrete flooring swept	Daily
Garage and warehouse scrub and seal	As Directed
Sauna bath, cleaned and sanitized	Daily
Buff computer rooms, using only dry chemicals and damp mopping	Daily
Sanitize and disinfect drinking fountains	Daily
Wash all dishware on 2 nd and 11 th Floors- return to proper area	Daily
Whirlpool/drained and cleaned	As Needed

MECHANICAL & ELECTRICAL ROOMS:

Dust mop/sweep	As Needed
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BASKETBALL COURT:

Dust mop/using untreated dust mop head	Daily
Damp mop	Weekly
Machine scrub using automatic floor machine, red and/or blue floor pads and neutral type cleaner	Monthly

REST ROOMS:

All restrooms shall be kept sanitary clean	
Floors swept and wet-mopped with quaternary disinfectant-detergent	Daily

Partitions cleaned and disinfected (removing all writing & drawings)	Daily
Floor drains flushed with disinfected-detergent	Weekly
Stools and urinals disinfected with bowl cleaner	Daily
Toilet paper restocked	Daily
Seat covers restocked (where applicable)	Daily
Paper towel and soap dispenser cleaned and replenished	Daily
Clean and fill sanitary napkin dispenser	Daily
Empty and clean sanitary napkin disposal	Daily
Sinks and mirrors cleaned and walls spot washed	Daily
Completely wash and scrub walls and floors	Monthly
Showers cleaned and then disinfected using a disinfecting product	Daily

2.1.1 WORK TIME DESIGNATIONS:

Unless designated otherwise, the following time schedules are applicable.

Daily: Work to be performed as scheduled in **EXHIBIT “B”**

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

Monthly: Work to be performed once per month.

Quarterly: One time every third month.

Semi-Annual: Work to be performed twice per contract year, within the first sixty (60) days of each six (6) month period.

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

As needed: - This work shall be determined by the Building Operations Section of the Public Works Department or authorized representative.

As directed: This work shall be determined by the Building Operations Section of the Public Works Department or authorized representative.

Contractor MUST supply a breakdown of guaranteed minimum labor hours for each facility item number by shift with his bid, including the number of workers, lead persons and supervisors. Breakdown of labor hours shall be on separate page and for each location. Failure to supply labor hours will result in rejection of that bid item.

2.2.1 GENERAL - INITIAL CLEANING:

Upon cleaning each area for the first time, as identified on the task and frequency schedule and by other special frequencies noted in various technical provisions of this contract, the contractor shall remove all residual and accumulated dirt and soil, even though such dirt and soil may have been in existence prior to the effective date of the contract.

2.2.2 ENTRANCES:

Entrances shall be cleaned and policed for the removal of dirt, and other litter as required. All outside walls (in the immediate vicinity) of entrances canopies, and entrance lights shall be maintained clean of overhanging lint, cobwebs, mud and other dirt. Foot scrapers, entrance mats, individual trash and smoking receptacles shall be cleaned and the exterior entrance area shall be flushed down with water. All glass entrances to be cleaned inside and outside.

2.2.3 ELEVATORS:

Cleaning all interior surfaces of passenger and service elevators shall be done as often as necessary to maintain them in a polished, presentable appearance at all times, but no less than once each twenty-four (24) hour period. Such routine cleaning shall be done during the night shift. Only one car shall be removed from service for cleaning at any one time. Schedule for taking elevator out of service with the Building Operations person on duty. All cleaning shall be accomplished in the same manner as indicated for the cleaning of similar surfaces under other provisions of this contract. All light fixtures, ventilator slots and guide tracks shall be cleaned daily. All elevator floors shall be buffed daily and refinished as needed or vacuumed daily where applicable. In addition, Contractor will also clean elevator guide tracks on each floor of the building.

2.2.4 DRINKING FOUNTAINS:

Drinking fountains shall be cleaned and polished 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.

2.2.5 MARKERBOARDS (CHALKBOARDS):

All boards and trays shall be cleaned, if cleared, daily according to manufacturer's specifications. Board erasers shall be cleaned by vacuum equipment daily.

2.2.6 RECYCLING:

Recycling receptacles shall be emptied into recycling containers as listed in Section 2.1 Task and Frequency Schedule. (Provided the City of Tulsa has recycling at this location.)

2.2.7 CLEANING OF SPACE ALLOCATED TO CONTRACTOR'S

HOUSEKEEPING SERVICE:

- (a) All wet mop heads, sponges and other similar tools must be rinsed carefully after use and replaced with new or clean dry mop heads, sponges, etc., when rinsing no longer restores them to a reasonable state of cleanliness, or daily, whichever occurs sooner. Conventional brooms, push or otherwise (unless otherwise specified), 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.
- (b) Dirty water and cleaning solutions shall be disposed of immediately in slop sinks or floor drains. Floors and fixtures of areas where water is obtained and disposed of shall be kept clean and sanitary at all times. All cleaning gear closets shall be mopped daily. Sinks will be cleaned daily and sink strainers or floor drain covers shall not be removed except for cleaning purposes and shall then be properly replaced. Particular care will be taken to prevent mop shreds and other such material from getting into drains.
- (c) All materials and supplies shall be stored in coordination with applicable building fire regulations. In no case shall rags or cloths be permitted to accumulate in boxes or cans. However, rags may be stored in metal containers at the floor level, provided the containers are equipped with a lid which is kept in place at all times. Rags, mops, brushes, wax and other combustible materials used which contain a residue of animal, vegetable, or mineral oils are subject to spontaneous ignition and must be disposed of, or stored outside of building in covered metal containers in area designated. In any area where equipment closets are shared jointly by Contractor and/or building sections, the responsibility for cleaning the closet in accordance with these specifications will rest upon the Contractor.

2.3.0 SUPPLIES AND EQUIPMENT:

2.3.1 GENERAL:

All items of housekeeping tools and equipment required for cleaning shall be furnished by the Contractor. When not in actual use, all such tools will be stored only in the designated storage area. Under no circumstances will tools be placed or left in hallways or corridors. All wet mop heads, sponges and other similar tools must be removed from the respective use area daily and replaced with new or clean dry mop heads, sponges, etc. Contractor equipment and supplies will not be available for use by City departments except for emergency use during hours that Contractor's housekeeping personnel are not present. The City will replace or reimburse contractor for supplies when used from his stock.

2.3.2 CONTRACTOR FURNISHED SUPPLIES:

The Contractor will furnish all necessary supplies other than those specified in Section 2.3.5. Supplies shall be of the highest quality and the most suitable type or grade for the work specified under contract. All supplies provided by the Contractor will conform to the applicable technical provisions contained herein.

The Contractor shall furnish the necessary quantities of the following items and they shall be equal to or superior to the listed specifications. This list is not a full list of supplies the Contractor is expected to provide, but rather a list of specifications on items of interest to the City. Except as provided in Section 2.3.5, the Contractor will provide all other supplies necessary to accomplish the task under the provision of this contract.

(a) GERMICIDAL DETERGENT:

A germicidal detergent which is E.P.A. registered; Tuberculocidal, Pseudomonicidal, Fungicidal, Germicidal and Viricidal at the recommended use dilution even in hard water of 400 PPM (CaCO_3); must be UL approved for use on conductive floors; a phenolic based disinfectant containing o-phenyphenol, o-beozy-p-chlorapheno-p-tertiary amyphenol. Use dilution will be that recommend by the Association of Official Analytical Chemists (A.O.A.C.) use dilution confirmation test. This germicide will be used in all water required for cleaning in all areas under this contract.

(b) FLOOR FINISH LIQUID:

This liquid shall be a buffable water emulsion or Synthetic Co-Polymer Plastic (not a wax), water emulsion for heavy traffic conditions. It shall dry or buff to a high gloss shine and be slip-resistant and shall resist scuffing black marking and water penetration. It may be buffed to improve appearance. Complete removal of this finish must be able to

be accomplished by detergent scrubbing. It shall be non-yellowing and rubber heel mark resistant. It must not provide abnormal powdering during buffing, under heavy traffic conditions or abnormal weather conditions. It must be safe to use on all synthetic floors, such as rubber, asphalt, vinyl and linoleum, in addition to wood, terrazzo and marble. Provisions are made for acceptance of alternate floor finishes when demonstrated in a designated test area to be acceptable to Facilities Maintenance and accepted in writing as approved. Permanent type finishes will not be accepted as an alternate.

(c) WAX STRIPPER AND FLOOR FILM REMOVER:

This product must be capable of complete dissolving, softening, suspending, dispersing, emulsifying and removing all soap build-up, floor finish film and coating of mineral-base, water-emulsion, self-polishing and synthetic polymer and acrylic but not permacrylic-type finishes. Must be a purely synthetic non-ironic, biodegradable compound which contains no animal or vegetable soaps. Must not contain any abrasive, bleach, alcohol, ammonia, or other ingredients which would produce any harsh, harmful or noxious odors or fumes, either in use or in storage. Must cause no deleterious action on any flooring, e.g., asphalt tile, vinyl tile, vinyl-asbestos tile, linoleum, rubber tile, terrazzo, ceramic tile or concrete type flooring when mixed properly. When mixed properly it will have a pH of not less than 7 or more than 10.5 and it must soften wax and floor finish film coatings previously stated to a point of being capable of removing the coatings or films with the scratching of a fingernail after not over ten (10) minutes of soaking time. It will mix thoroughly and readily into use solution with local tap water without requiring excessive vigorous agitation of more than one-half minute. It will cause no deleterious effect on conductive flooring, nor will it cause a change in the conductivity of same when tested according to the current requirements of the National Fire Prevention Association (NFPA Pamphlet No. 56). Must be easily and readily rinsable. In conjunction with the utilization of the scrubber-vacuum machine, it will be permissible to use a special high-speed, low-foaming detergent stripper especially designed for automatic floor scrubbers which meet this specification with the exception of the pH and the percentage of active ingredients. (Said high-speed cleaner must be approved for use by Building Operations.)

(d) CLOTHS, IMPREGNATED, DUSTING AND SWEEPING, TUBULAR COTTON:

These cloths shall be eighteen percent (18%) to twenty-two percent (22%) by weight, non-oil impregnated, meeting U.S. specifications and requirements relative to safety from combustibility, must have an affinity for dust, and must be registered with the Environmental Protection Agency.

(e) BOWL CLEANER, LIQUID TYPE, TRIPLE ACTION:

It must clean, deodorize, disinfect and be suitable for use in toilet bowls and urinals only. It must have a minimum Phenol Coefficient of 6 (Food and Drug Administration) on S. Typhose. It must be fully inhibited to protect pipes and metal against corrosion and be safe in contact with human skin, e.g., does not cause acid burn to the normal skin on temporary contact, and not fume or cause noxious or irritation fumes in use. It will not require a "Caustic Poison" red label as required by I.C.C.

(f) DUST MOPS:

Mop heads of rayon or cotton yarn will be used which are treated with a non-oil base mixture of chemicals that will not become greasy. The chemical compound shall not have an ignition temperature of less than 300 degrees Fahrenheit, shall be practically free of saponifiable matter, and colored water-white and/or neutral color. The compound shall show no tendency to heat spontaneously under service conditions. Total residue in mop heads shall not exceed 2% with none of the residue being carbon. Mop heads will be treated by submersion into the chemical or in a wash wheel, with excess chemical properly extracted. A disposable non-woven fabric or a lintless fabric consisting of textile fibers or a combination of fibers and yarn specially treated for dust mopping may be used. Both disposable and non-disposable mop heads will be changed when they become saturated with dirt and dust. Contractor will be responsible for supplying, washing and treating dust mops.

(g) EXTRACT, CARPET, WET METHOD:

The chemical utilized for extraction shall have a P.H. of 9.0-10.0 and must be a liquid extraction cleaner concentrate for carpets containing detergents, optical brighteners and corrosion inhibitors. Chemical used shall not leave a residue on carpets or require rinsing after extraction.

(h) DRY FLOOR CLEANING SOLUTION TO BE UTILIZED ON ALL RAISED FLOORING:

GENERAL REQUIREMENTS: The product shall be a combination of solvent, alkaline agent, detergent, water and hydrocarbon propellant packaged in an aerosol container and shall be suitable and effective for foam (semi-dry) scrubbing and polishing floors. To be used with a floor machine and an open textured polyester fiber floor maintenance cleaning pad. Dirt, marks and topcoat of finish are removed providing a clean surface.

(i) FLOOR SWEEP COMPOUND

This product will be used in sweeping of all warehouse and garage areas. Description: Highly absorbent clay mineral. Composition: Hydrous magnesium aluminum silicate. Vacuum or sweep up product.

2.3.3 SUPPLY SPECIFICATIONS:

- (a) Any disinfectant, bacteriostat or pesticide utilized under the terms of the contract, shall be registered with the Environmental Protection Agency under the provision of the "Federal Insecticide Fungicide, and Rhodenticide Act" (61STAT.163; 7 U.S.C. 135-135K) dated 1 Oct. '64, and the "Federal Environmental Pesticide Control Act of 1972" (7 U.S.C. 135 et reg) dated 231 Oct. '72. Germicides are considered pesticides under these acts. Definitions: (From Public Law 92-516)
- (b) The Disinfectants, Wax Stripper, and Floor Cleaner Liquid Type Triple Action, described herein will carry an Underwriter's Laboratory, Inc., approval, as required or recognized by industry standards.
- (c) Any items failing to meet these specifications will be replaced by the Contractor with supplies meeting the itemized specifications or required standards.
- (d) No materials will be used which will cause damage to the surface it is intended to clean.
- (e) No steel wool or derivatives thereof will be used in the fulfillment of this contract.
- (f) Materials which do not fully comply with the Fire Regulations, or any materials bearing I.C.C. (Interstate Commerce Commission) Red Label (acids), will not be used or be permitted in any building or area covered by this contract.
- (g) All containers of cleaning chemicals and products, e.g., liquid, powders and paste will be conspicuously labeled (preferably a factory label) to identify the contents.
- (h) All supplies and materials will be delivered to job-site in original manufacturers factory sealed containers with proper label ref. in 2.3.3 g.

- (i) No solution will be used for cleaning at any time which contains a combination of wax and detergent, either with or without water, unless such solution is used in accordance with published manufacturer's use instructions.
- (j) Supplies not specified will be of the highest quality and most suitable type or grade for the respective work under contract. Any item having doubtful flammable or otherwise harmful qualities must be submitted to the Custodial Services Supervisor for consideration and approval for use.
- (k) All mops, brooms, sweeping tools, etc., which have a total length of over forty-eight (48) inches shall be equipped at all times with non-marking rubber, vinyl, or plastic tips on the ends of all handles to prevent marking or scarring of walls and other surfaces which they might come in contact.

2.3.4 MATERIAL LIST AND SAMPLES:

A list and product information sheet of all contractor furnished supplies to be used in the performance of this contract must be submitted for approval as a part of the bid submission. Product labels are not acceptable. Building Operations will determine compliance with contract specifications. This list shall contain the name of the product manufacturer, product nomenclature, applicable E.P.A. registry number and other identifying information. The City may require the bidder to submit samples of subject items as a part of this provision. All initial (first time) samples of Contractor furnished supplies submitted to the City must be submitted in factory sealed containers, and each product or sample must be submitted in factory sealed containers, and each product or sample must contain at least one (1) pint liquid measure of sixteen (16) ounces by weight of the product to permit sufficient quantities for laboratory testing and for retention for periodic comparison. At any time a new item of supply or material is proposed to be used which has not been previously approved, samples of such items will also be presented to the City.

2.3.5 SUPPLIES FURNISHED BY THE CITY:

The City will furnish all electricity and water necessary for accomplishment of work in accordance with these specifications and the contract. In addition the City will supply to the Contractor the following items for distribution by the Contractor within the areas of his responsibility according to the terms of these specifications. These items are to be placed by the Contractor's personnel only in receptacles provided. The Contractor will make requests for needed supplies to the Custodial Supervisor. The Contractor must ensure that his requests are placed in a timely manner so as to avoid depletion of City furnished supplies. At all times, Contractor will use every effort to conserve the use of the following and will work with the City for better containment of cost. Contractor will under no circumstances use the City furnished supplies outside

City owned facilities. **Under no circumstances are paper towels to be used in cleaning.**

City Furnished Supplies:

Toilet Tissue

Paper Towels

Liquid Hand Soap

The contractor shall be solely responsible and held liable for the negligence or willful misconduct of his employees.

STORAGE SUPPLIES:

As far as practical, City and Contractor furnished supplies will be distributed and stored by the Contractor in the areas provided by the City. All materials not immediately in use must be picked up and work areas kept free from safety and "tripping" hazards. Rags, mops, brushes, waxes and other combustible materials used which contain a residue of animal, vegetable or mineral oils are subject to spontaneous ignition and must be disposed of or stored outside of building in tightly-covered metal containers. All supplies will be stored in an approved manner as required by City safety regulations. In no case will rags or cloths be permitted to accumulate in boxes or cans, however, rags may be stored in metal containers at the floor level provided the containers are equipped with a tight fitting lid which is kept in place at all times.

2.3.6 EQUIPMENT:

The Contractor shall furnish all equipment for accomplishment of all work specified in these technical provisions. Contractor'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. The Contractor will ensure that all equipment furnished under the contract meets the following specifications:

- (a) All of the Contractor's electric operated equipment which is used on the City premises will be equipped with quiet-type motors. Vacuum cleaner noise is recognized as necessary.
- (b) All electrical equipment will be a third-wire grounded type and will be equipped with properly rated Underwriter's Laboratory, Inc. approved 3-conductor electrical cord, permanently attached to the machine and equipped with proper fittings to operate from corridor outlets provided. Electrical machines will not exceed the rated capacity of the circuits from which they are operated. Normally 120 volts, 20 amps is available.
- (c) All vacuum cleaners and equipment used for vacuum pick up (wet and dry types) must be equipped with air filter systems which will filter out

all dust. (Back-pack vacuum units used in stairwells, and wet-vacuums as components of combination scrubbers are accepted.)

- (d) All wheeled and moveable equipment must be equipped with protective non-marking rubber bumpers or guards around the entire perimeter of said equipment to prevent damaging the building structure or other objects. (Fiberglass trash barrels are accepted.) Bumpers or guards will be properly maintained at all times. Equipment with improper bumpers or guards will be removed from service immediately. Damages sustained by the continued use of such equipment will be repaired at the contractor's expense.
- (e) The Contractor at his expense will maintain all equipment in good repair. Equipment considered by the Custodial Services Supervisor to be in a state of disrepair or otherwise not conforming to these technical provisions shall be removed from the job and replaced with satisfactory equipment.
- (f) All equipment removed from an area for repair will be cleaned with a detergent prior to its re-introduction to that specific cleaning area.

2.3.7 CONTRACTOR FURNISHED EQUIPMENT:

Equipment items similar to those listed below and furnished by the contractor shall be at least equal to the following specifications:

- a) Commercial type wet vacuum cleaners 5 or 10 gallon capacity.
- b) Dry vacuum cleaner, commercial model, 2/3 cubic foot capacity, or 1/2 bushel (combination wet-dry vacuum cleaners approved for hospitals use may also be used). All exhaust systems will be so arranged to exhaust in a direction above the horizontal.
- c) Floor polisher for floor buffing must be 1150 R.P.M. High Speed/or higher R.P.M. 15-18 inch size (for enclosed areas) and 21 inch or larger (for open areas).
- d) Housekeeper's carts with low platform space for mop buckets, mop wringer, and other gear with compartments for tools and cleaning supplies. Cart may also contain an appropriate area for trash collection device.
- e) Mop buckets, single or double compartment and constructed of seamless stainless steel or duramold.
- f) Vacuum dry-carpet with a beater-agitator brush and motor and a separate motor for vacuum. Must be low platform model for getting

under furniture. Vacuum motor one horse power, 750 watts, brush motor 150 watts, one horse power.

- g) Carpet extractor. Commercial type, hot water extraction method with agitator brush and motor, storage tank, compressor and dispenser. Water lift vacuum must be 135" or greater. Pump pressure of 200 PSI or greater.
- h) Combination scrubber-vacuum machine. Battery powered motorized unit for use in large public areas.
- i) Contractor shall label all equipment for identifying purposes.
- j) Floor buffer/scrubber standard 375 R.P.M.
- k) Power Sweeper to be used in garage/warehouse areas. Sweeping speed approximately 03 m.p.h. Hopper capacity 2.6 cubic feet. Power 2-12 volt batteries with side broom.

2.3.8 EQUIPMENT SUBMITTALS:

As part of the bid submission, the proposed Contractor shall submit a list of equipment he intended for use to accomplish the terms of this contract. Listing the name of the item manufacturer, brand name and model of item to be used, and applicable equipment specifications for those items submitted. During the course of the contract, equipment of identical make and model numbers as those listed on the original submission may be introduced into the City without the City's approval.

2.3.9 CLEAN-UP AND STORAGE OF EQUIPMENT:

Contractor will be responsible for maintaining his equipment in a clean and sanitary condition. When not in use, Contractor furnished equipment will be stored by the Contractor in approved janitor's closets accessible to areas in which said equipment is to be used.

3. BID PROPOSAL

Unless stated otherwise, bidders proposal is to provide all labor, materials and equipment and to do the custodial work specified in the General Conditions and Scope of Work sections of these specifications.

Bids submitted as "equals" should include detailed product or equipment literature, suitable for evaluation by the City. Product labels are not accepted.

IF THE MATERIAL, EQUIPMENT OR SERVICE YOU INTEND TO OFFER HAS SIGNIFICANT VARIATIONS FROM THE SPECIFICATIONS STATED IN THIS INVITATION FOR BID, PLEASE READ PROVISIONS 2.3.4, 2.3.7 AND 2.3.8 AND FOLLOW THE INSTRUCTIONS ACCORDINGLY.

The City will not be responsible for any Bidder errors or omissions.

Bidders proposal shall remain in effect for a period of sixty (60) calendar days from the bid opening date and is irrevocable.

3.1 APPLICABLE SALES OR USE TAXES:

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

3.2 AWARD:

The City reserves the right to award by item or overall low bid, whichever is most beneficial to the City. However, bids submitted without individual monthly prices listed will be considered as non-responsive and rejected.

3.3 CERTIFICATIONS:

Bidder certifies it is a
Proprietorship____;Partnership____;Corporation_____.

Oklahoma Sales Tax Permit No. _____

Oklahoma Use Tax No. _____

Federal ID No. _____

Bidder certifies that he has read, understands and will fully and faithfully comply with this invitation for bid, its attachments and any reference documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Company's Legal Name _____

Address _____

City, State and Zip Code _____

Telephone Number _____

Authorized Signature _____

Printed Name and Title _____

MAILING ADDRESS

Purchase Order:

Name _____

Address _____

City, State and Zip Code _____

Invoice Remittance: (If different from above)

Name _____

Address _____

City, State and Zip Code _____

3.4 CUSTOMER REFERENCE LISTING:

Contractor shall furnish the names, addresses, telephone numbers, length of contract and size of property of a minimum of three (3) firms or government organizations for which the Contractor is currently furnish or has, in the past, furnished service for.

Company Name_____

Address_____

Reference_____

Telephone Number_____

Length of Contract_____

Size of Property_____

Company Name_____

Address_____

Reference_____

Telephone Number_____

Length of Contract_____

Size of Property_____

Company Name_____

Address_____

Reference_____

Telephone Number_____

Length of Contract_____

Size of Property_____

3.5 PLEASE FURNISH:

Name, Resume and background of the managing professional and other key individuals to be associated with the assignment.

SUBMITTALS REQUIRED

The following items and information must be included with your bid submission to be considered valid and complete. Failure to comply will result in the rejection of your bid.

1. Title-Signature
2. Non-Collusion Affidavit
3. Interest Affidavit
4. Bid Price Schedule
5. Bid Proposal Payment Terms
6. Bid Bond (Section 1.1)
7. Proof of previous experience (Section 1.28)
8. Work Time Designations (Section 2.1.1)
9. Material List and Samples (Section 2.3.4)
10. Equipment Submittals (Section 2.3.8)
11. Certifications Page (Section 3.3)
12. Customer Reference Listing (Section 3.4)

NOTE: Financial Statement may be required on demand for evaluation of bid.