

THE CITY OF OKLAHOMA CITY
A Municipal Corporation

PRICING AGREEMENT

APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma City this

20TH day of JUNE, 2023.

ATTEST:

Amy K Simpson
CITY CLERK



David Holt
MAYOR

Reviewed for form and legality.

Carol Sanett
ASSISTANT MUNICIPAL COUNSELOR

Supplier: **Jani-King of Oklahoma**

**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION
STATEMENT**

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID
OR THE BID WILL BE REJECTED**

INSTRUCTIONS: This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between **Jani-King of Oklahoma, Inc.** hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment **0%** Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held

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at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If submitting a bid for services, the Bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

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The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.

WITNESS the hands of the parties hereto:

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Jill Hill-Harper

Type Name of Authorized Agent

Regional Director

Title of Authorized Agent

Jani-King of Oklahoma, Inc.; 3535 NW 58th Street, Suite 200 73112

Company Name and Address

Zip Code

(405)943-5464; Fax: (405) 943-1828

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

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Supplier: **Jani-King of Oklahoma****NON-COLLUSION AFFIDAVIT****BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID****Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.****(See Electronic Signatures in Global and National Commerce Act for more information.)**

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←

Jill Hill-Harper
Type Name of Authorized Agent/Representative
Jani King of Oklahoma, INC
Company Name
Jani King of Oklahoma, INC
Address
3535 Nw 58th Suite 200
Telephone Number and Fax Number, if any

Jani King of Oklahoma, INC
Title

Jani King of Oklahoma, INC
Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *)
United States) SSS

County of *)
Oklahoma

[*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to before 1 day of **May**, **2023** by **Jill Harper**
me on this
[Day] [Month] [Year] [Print the name of the
agent/representative who signed
above.]

My Commission Number: **22002014** **Lindsey Shackelford**
[Oklahoma] Type Name of Notary Public
My Commission Expires: **02/12/2023**
[Date/Year]

[49 Okla. Stat. 2011 §119]

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LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED AND SIGNED IF THE
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT
WAS NOT SIGNED BY THE OWNER, A GENERAL PARTNER,
OR AN OFFICER OF THE CORPORATION

THIS DOCUMENT CAN BE UPLOADED ELECTRONICALLY AS AN ATTACHMENT
TO ONE OF THE LINES ITEMS ON THE ELECTRONIC BID

City of Oklahoma City or related Public Trust:

This letter authorizes Jill Harper to sign the
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and
all forms related to on behalf of Jani-King of Oklahoma, Inc.
Company Name

Sincerely,


Signature of Authorized Agent

President
Print Title

05/25/2023
Date

James A. Cavanaugh, Jr.
Print Name

Email Address: lrambo@janiking.com

Title: (must be checked)

- ☐ Owner
- ☐ Chief Executive Officer [CEO]
- ☐ Chief Financial Officer [CFO]
- ☐ Chief Operating Officer [COO]
- ☐ Chairman or Chairman of the Board
- ☐ Vice- President

- ☐ Treasurer
- ☐ Corporate Secretary
- ☐ Assistant Secretary
- ☐ Secretary-Treasurer
- ☒ President

BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS
DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE
ELECTRONIC BID SYSTEM

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Supplier: Jani-King of Oklahoma**BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID****SUPPLIER CONTACT INFORMATION**

The purpose of this form is to assist various City Departments and Trusts with placing orders.

Sales Contact:Company Name: **Jani-King of Oklahoma, Inc.**Address: **3535 NW 58th Street, Suite 200**Contact Person: **Jill Hill-Harper**Email Address: **jhill@janiking.com**Telephone
Number: **(405) 820-5203**Fax Number: **(405) 943-1828****Billing Contact:**Company Name: **Jani-King of Oklahoma, Inc.**Address: **3535 NW 58th Street, Suite 200**Contact Person: **Lindsey Shackelford**Email Address: **okcmgr@janiking.com**Telephone
Number: **(405) 943-5464**Fax Number: **(405) 943-1828****Service Contact:**Company Name: **Jani-King of Oklahoma, Inc.**Address: **3535 NW 58th Street, Suite 200**Contact Person: **Iris Thompson**Email Address: **okcopsdir@janiking.com**Telephone Number: **(405) 820-5205**Fax Number: **(405) 943-1828**After Hours Emergency Number(s) **(405) 943-5464**After Hours Emergency Number(s) **(405) 820-5205**After Hours Emergency Number(s) **(405) 255-5239**After Hours Emergency Number(s) **(405) 820-5203**C
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CERTIFICATE OF LIABILITY INSURANCE

7/1/2023

DATE (MM/DD/YYYY)
6/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED	JANI-KING INTERNATIONAL, INC. JANI-KING LEASING CORPORATION JANI-KING FRANCHISING, INC. JANI-KING, INC. AND ITS SUBSIDIARIES 16885 DALLAS PARKWAY ADDISON TX 75001	INSURER(S) AFFORDING COVERAGE INSURER A : The Continental Insurance Company INSURER B : Liberty Mutual Fire Insurance Company INSURER C : Great American Insurance Company INSURER D : Employers Insurance Company of Wausau INSURER E : American Guarantee and Liab. Ins. Co. INSURER F :

COVERAGES *

CERTIFICATE NUMBER: 19632325

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	TB2-695-450953-213	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	AS2-691-438428-013	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	CUE 7033919995	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCC-695-456062-893	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C E	CRIME EXCESS LIABILITY	Y	N	SAA 024-90-47-11-00 AEC639786601	6/1/2023 7/1/2022	6/1/2024 7/1/2023	\$2,000,000 Each Occurrence \$10M Each Occ. \$10M Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: JANI-KING OF OKLAHOMA, INC., 3535 NW 58TH STREET, SUITE 200, OKLAHOMA CITY, OK 73112. THE CITY OF OKLAHOMA CITY AND ITS TRUSTS ARE INCLUDED AS ADDITIONAL INSURED. CONTRACT #C246025

CERTIFICATE HOLDER

CANCELLATION See Attachments

19632325 THE CITY OF OKLAHOMA CITY AND ITS TRUSTS 100 N. WALKER, SUITE 200 OKLAHOMA CITY OK 73102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Jani-King of Oklahoma

Bid Contact **Jill Harper**
jhill@janiking.com
Ph 405-943-5464

Address **3535 NW 58th street, suite 200**
Oklahoma City, OK 73112

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24606--01-01	Oklahoma City Municipal Court Building-701 Couch Drive 70,602 sq.ft. Services to Include A, B, C, D: As Scheduled Service	Supplier Product Code: Daily Cleaning-Monthly Price	First Offer - \$9,178.26	1 / month	\$9,178.26 Y

Lot Total **\$9,178.26**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24606--02-01	Oklahoma City Municipal Court Building-ALTERNATIVE CLEAN ITEMS ITEM E: As Requested	Supplier Product Code: Floor Conditioning by Request	First Offer - \$3,300.00	1 / job	\$3,300.00 Y

24606--02-02	Oklahoma City Municipal Court Building-ALTERNATIVE CLEAN ITEMS ITEM E: As Requested	Supplier Product Code: Carpet Cleaning-by Sq Ft	First Offer - \$0.15	1 / square foot	\$0.15 Y
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24606--02-03	Oklahoma City Municipal Court Building-ALTERNATIVE CLEAN ITEMS ITEM E: As Requested	Supplier Product Code: Window Glass	First Offer - \$1,500.00	1 / job	\$1,500.00 Y
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Lot Total **\$4,800.15**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24606--03-01	Additional Services when required: As Requested	Supplier Product Code: Site Supervisor Additional Services	First Offer - \$25.00	1 / hour	\$25.00 Y

24606--03-02	Additional Services when required: As Requested	Supplier Product Code: Custodial Worker Additional Services	First Offer - \$18.50	1 / hour	\$18.50 Y
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24606--03-03	Additional Services when required: As Requested	Supplier Product Code: Supply Cost mark	First Offer - \$10.00	1 / percentage	\$10.00 Y
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Requested up

Lot Total \$53.50

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
24606--04-01	Oklahoma City Municipal Court Building Bid Document: Staff Hours	Supplier Product Code: Supplier Notes: Jani-King staffing hours document attached	First Offer -	1 / each	Y	Y
24606--04-02	Oklahoma City Municipal Court Building Bid Document: Cleaning Process and Procedure	Supplier Product Code:	First Offer -	1 / each	Y	Y
24606--04-03	Oklahoma City Municipal Court Building Bid Document: Green Cleaning Program	Supplier Product Code: Supplier Notes: Jani-King provides green training to all of our business representatives and to all employees.	First Offer -	1 / each	Y	Y
24606--04-04	Oklahoma City Municipal Court Building Bid Document: w-9	Supplier Product Code: Jani-King W9	First Offer -	1 / each	Y	Y
24606--04-05	Oklahoma City Municipal Court Building Bid	Supplier Product Code:	First Offer -	1 / each	Y	Y

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Lot Total **\$0.00**

Supplier Total **\$14,031.91**

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Jani-King of Oklahoma

Item: **Oklahoma City Municipal Court Building Bid Document:Staff Hours**

Attachments

Jani-King Staffing Plan-OKC Municipal Court.pdf

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Oklahoma City Municipal Court Staffing

Daily Staffing

5 Staff (1 Manager, 5 Cleaners)

2 staff– Restroom Specialists One Female and One Male

1 Staff– Floor Specialist- using auto scrubber daily

- 1 staff- Offices/Court Rooms
- 1 Staff- Common Areas/Stairwells/Entrances/Lobby

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Daily Clean

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Staff Arrival

The cleaning staff arrives at designated start time. The exact time is determined by the opening of the Municipal Court Building. One full time supervisor and 4 employees will be used to clean the facility each day.

After checking in, the cleaning staff will be assigned specific areas in which to perform their job duties. Below is a list of tasks that will need to be performed:

Tasks

- **Entrance**
 - ✓ Touch-up glass
 - ✓ Remove any trash and debris at entrance areas
 - ✓ Check flooring for spills and debris and sweep or vacuum as needed
 - ✓ Remove trash and reline receptacles as needed
- **Stairwells**
 - ✓ Check flooring for spills and debris and sweep or vacuum as needed
- **Restrooms**
 - ✓ Check each restroom to ensure that all consumables (soap, toilet paper, paper towels) are properly stocked.
 - ✓ Inspect the fixtures, floors, and bright work. Clean as needed
- **Janitors Closets**
 - ✓ Ensure that janitors closets are stocked with necessary consumables and cleaning supplies
- **Common Areas**
 - ✓ Sweep and remove debris from all common areas and hallways

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- ✓ Pull trash as needed from common areas, and sitting areas
- ✓ Spot clean and touch-up elevators, and stairwell glass
- ✓ Check around counters and security for any spills or trash
- ✓ Ensure that lobbies and entryways are clean and free of debris
- ✓ Check areas from the perimeter of the building to the curb line to make certain they are clean and free of trash and debris

- **Court Rooms**

- ✓ Wipe down seats as needed in the court rooms and check prior to each days use
- ✓ Remove any debris or trash from court room
- ✓ Touch-up vacuum

- **All Office/Service Areas**

- ✓ Remove cardboard as needed
- ✓ Inspect areas and remove trash and debris as necessary

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Daily Clean

Specific areas that need to have the cleanliness maintained will be identified in this section of the manual. Important areas and cleaning times will also be identified. A staffing plan is included in this section. The staffing plan is a key component to successful cleaning operations. Placing the same individual cleaners in the same areas is important to providing consistent service.

Areas to be Maintained

- Stairs
- Vomitories
- Main entrances
- Plaza
- Outside sidewalks
- Court Rooms, Offices
- Restrooms
- Conference Rooms/Meeting Rooms
- Elevators

The staff will also clean spills and perform other cleaning duties that may be necessary including removal, disposal, or cleansing of blood, vomit, and other bodily fluids.

Cleaning staff will be allocated to remove debris from the entrances. Floors and concourses shall be fine swept.

Cleaning personnel will maintain the cleanliness of restrooms multiple times per day, keeping them properly stocked with paper and soap products. The floors will be kept free of standing water around sinks and other fixtures.

Supervisor will be on-site to facilitate cleaning is properly taking place.

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Daily Clean Best Practices

- Cleaning staff should avoid working in pairs or groups unless necessary
- Cleaning staff should remain moving through the assigned area
- “Storking” or standing against the walls or columns is not allowed
- Ensure that restrooms are well stocked with soap, paper towels, and toilet paper checking several times through out each day-to-day
- Ensure that trash receptacles are emptied daily
- Avoid placing trash liners on the carpet or flooring. Place the full liners directly into a trash cart
- Do not leave full or partially full trash liners in public view
- Shirts must be tucked in at all times
- The cleaning staff should make themselves knowledgeable of the building lay-out

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Job Descriptions of the Staff

Supervisor:

- Supervise, coordinate, and monitor activities of crew members.
- Constantly rove throughout the assigned level or area to ensure that staff is productive and in their areas of responsibility.
- Respond to or delegate emergency calls to staff. Follow-up to confirm the completion of the request.

Restroom Specialist:

- Men/ Women staff to monitor the restrooms (Male to service Men restrooms' and female to service female restrooms)
- Use dry mop head to soak up standing water around sinks
- Pull trash as needed
- Maintain cleanliness of assigned restroom multiple times through out shift
- Sweep up trash and debris in areas outside of assigned restroom
- Restock consumables as needed. Checking multiple times

Court Attendants:

- Maintain the cleanliness and consumables in the court rooms and private office restrooms
- Remove trash as needed

Trash Cart Porter:

- Maintain cleanliness of the assigned areas
- Remove trash as necessary and reline receptacles as needed

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Teams

The cleaning staff is divided into five teams. These teams are responsible for specific tasks.

1. Seating Bowl Team
2. Restroom Team
3. Concourse/Vomitories/Stair Tower/Escalator/Elevator Team
4. Suite and Club Team
5. Service Level Team

Service Techs General Duties

Tasks

- Clean and disinfect all drinking fountains;
- Clean all telephones and cubicle enclosures;

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- Clean, sanitize and restock restrooms as needed. Restroom cleaning should include, but not be limited to, floors, walls, toilets, urinals, mirrors, basins, toilet accessories and toilet partitions;
- Clean all entrance mats and maintain mats in designated locations;
- Empty all trash receptacles, wipe clean and replace liners using a quality liner to avoid breakage and leakage;
- Sweep all open areas;
- Remove gum/sticky substances from all surfaces;
- Clean seats in court rooms work with court schedules
- Clean high and low areas
- Spot clean all walls, lights switches, doors and clean light fixtures;
- Dust high and low areas (pictures, locks, partition tops, etc.);
- Fully vacuum all carpets;
- Clean both sides of all glass that can be reached without the aid of ladders, leaving glass clean and streak free; in all cases, clean full panes of glass;
- Wipe and spot clean furniture;

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Restrooms

Men's Room # _____ Date: _____ Time: _____

- ☐ Empty trash receptacles,
- ☐ Replace liners
- ☐ Clean receptacle
- ☐ Clean mats
- ☐ Clean and flush all drains
- ☐ Clean and sanitize toilets,
- ☐ Clean and sanitize urinals,
- ☐ Clean and sanitize basins and fixtures
- ☐ Clean mirrors
- ☐ Wipe all counters
- ☐ Refill dispensers
- ☐ Clean floors
- ☐ Wash all walls
- ☐ Wash all partitions
- ☐ Polish all bright work
- ☐ Machine wash or scrub floors
- ☐ Lock all utility closet doors

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Restrooms

Women's Room # _____ Date: _____ Time: _____

- ☐ Empty trash receptacles,
- ☐ Replace liners
- ☐ Clean receptacle
- ☐ Clean mats
- ☐ Clean and flush all drains
- ☐ Clean and sanitize toilets,
- ☐ Clean and sanitize urinals,
- ☐ Clean and sanitize basins and fixtures
- ☐ Clean mirrors
- ☐ Wipe all counters
- ☐ Refill dispensers
- ☐ Clean floors
- ☐ Wash all walls
- ☐ Wash all partitions
- ☐ Polish all bright work
- ☐ Machine wash or scrub floors

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Jani-King of Oklahoma

Item: **Oklahoma City Municipal Court Building Bid Document:Oklahoma City Municipal Court Building Bid Document:Cleaning Process and Procedure**

Attachments

Jani-King Cleaning Processes.pdf

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Site tasks include:

1. Vacuuming, dusting, and trash removal in office areas.

Using correct posture and proper ergonomics while cleaning can improve your health and safety and make your tasks easier. Proper methods include choosing the appropriate vacuum for the carpet, lining up your body with the path of vacuum, standing in the upright position, using a lightweight handle when dusting, and properly removing trash.

2. Cleaning and sanitizing of restrooms.

PPE, Personal Protective Equipment, is vital when cleaning restrooms. Wearing the appropriate PPE provides protection from possible blood borne pathogens and/or chemicals. Be sure to read the labeled container to ensure the correct chemical is being used.

3. Operating automatic scrubbers.

Before using an automatic scrubber it is beneficial to remove debris and loose dirt. Removing excess debris and dirt will save time, and wear and tear on the scrubber. Place a Caution Wet Floor sign nearby. If necessary, be sure to have the intake tank filled with water and detergent. Correct posture helps in controlling the direction of the scrubber. Move slowly, working in straight, parallel rows back and forth across the floor.

4. Picking up trash.

Always wear gloves when handling trash. Do not attempt to carry a bag that is too heavy. Use your legs to lift and avoid bending over to remove trash from the receptacle.

5. Mopping.

Protecting yourself and others around you is important. Be sure to wear your PPE, such as slip resistant shoes or shoe covers and eye wear if mixing chemicals. Always place a Caution Wet Floor sign nearby. Consider using a lightweight mop head with a length adjustable handle. Avoid bending over, extreme reaches and excessive bending of the wrists when mopping.

6. Sweeping.

Sweeping may involve awkward positions of wrists and prolonged contact pressure on hands, back and neck. Maintain a good upright posture. Use lightweight brooms, standup dustpans, and lobby brooms. They allow you to remain in a comfortable upright posture.

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7. Pressure Washing.

Pressure washing is used to clean the floors of the arena. PPE is required during this process, i.e. eye protection, gloves and slip resistant shoes. Body posture is important as this can be a lengthy process. It is suggested to start wash the row above you, instead of the row you're on. This will prevent you from bending over for long periods of time.

8. Application of cleaning agents and sanitizing agents to multiple surfaces.

Know and understand the labeling system, each section of the SDS, and how to obtain and use all chemicals. They should be stored separately. Also always wear the appropriate PPE when using chemicals.

9. Trash removal.

Wear gloves at all times. Roll barrels and other equipment containing trash bags as close as possible to the compactor. Use proper lifting techniques. If the bag is too heavy, get help. Never drag a trash bag as this could cause leakage and possible staining on carpet. With feet and body facing the dumpster, step closer and toss the bag forward into the dumpster. Avoid twisting and do not toss sideways.

10. Trash compactor operation

Always wear gloves when handling trash. Place the trash bags inside the trash compactor through the access door. Never place your hands inside the compactor.

Nine Step Cleaning Method Overview

1. Preparation
2. Empty trash and recycling containers
3. Dust high and low
4. Dry mop or vacuum
5. Spot clean surfaces
6. Clean and disinfect restrooms
7. Damp mop
8. Inspection
9. Project cleaning (floor and carpet care and other periodic cleaning)

Vacuum Use and Maintenance

The following requirements apply to the use of vacuum cleaners:

- All vacuums used on carpets or hard surfaces should be triple filtration or Hepa.

- Vacuums must be equipped with the proper filter or bag; the filters will be changed or cleaned consistent with the manufacturer's recommendations.
- Vacuum bags or canisters must be inspected at least every 2 hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.
- Precautions, such as the provision of Personal Protection Equipment (PPE), must be taken to limit worker exposure to dust and particulate matter when cleaning and replacing bags and filters.

Entryways

Outside entryways will be kept clean and free of debris through daily cleaning. Any walk-off matting must be vacuumed daily or more frequently as is needed to prevent migration of contaminants into the building(s).

Cleaning staff will clean entryways starting outside the building. They will vacuum, sweep, clean, and replace mats frequently (as directed). Additionally, the cleaning staff will make sure floor-cleaning or mopping solutions are effective by using the correct amount of cleaning chemical (following label directions) and by frequent solution changes. Used solution will be disposed of according to agreed upon guidelines. In conclusion, they will use high-efficiency vacuums, such as those approved by the Carpet and Rug Institute (CRI). Captured material will be disposed of or bags will be emptied or changed before they are half full.

Dusting, Dust Mopping and Dry Floor Cleaning

Traditional dusting and dust mopping techniques frequently move dust and other contaminants from one area to another, such as from a countertop to the floor. It is important to recognize that moving the dust around is more than just an efficiency issue. Dusting and dust mopping activities that do not capture soils frequently stir them into the air where people can inhale the particles, creating a potential health hazard.

Cleaning staff will use dusters and dust mops that have been selected based on their ability to capture and remove dust, and are treated with a non-toxic water-based dust-removal treatment as warranted to capture dust. Additionally, the cleaning staff will use vacuums with high-efficiency bags/filters. Finally, the cleaners will use lint-free wipes, microfiber cloths or tools, and/or properly filtered and sealed vacuums instead of feather dusters.

Floor Care

Our primary efforts regarding floor care is a pollution prevention strategy or at least minimizing the need to use strong chemicals, scrub, strip and re-coat a floor or extract a carpet. Our focus is therefore on preventative measures. As described above to keep outside entryways and mats clean and vacuumed, a dust mop or vacuum will clean resilient tile floors, especially those close to entryways. We will regularly clean underneath floor mats to reduce the potential for moisture leading to bacterial and fungal growth.

Carpet Care - General Guidelines

- o Ensure that vacuums are in good working order using appropriate bags and/or filters.
- o Vacuum bags should be emptied or replaced when half full. Dispose properly.
- o Clean up spill while it's still fresh

- o Minimize the amount of moisture used during cleaning

Carpet Care - Extraction Cleaning

- o Minimize the amount of cleaning chemicals. Excess chemicals result in rapid re-soiling.
- o Use appropriate functioning equipment that will maximize the amount of water being extracted from the carpet to minimize moisture and potential for mold, mildew and bacterial growth.
- o Increase ventilation, open windows if weather and facility policies allow, and use fans to dry carpet quickly. Carpets should be completely dry within 24 hours.
- o Dispose of cleaning solutions properly

Restrooms

- o Make sure sanitizing and disinfecting solutions are prepared and used properly (i.e. dwell time) and remix as required.
- o Frequently clean surfaces that hands touch to eliminate the spread of germs (i.e. door knobs, light switches, handles, etc.)
- o Frequently eliminate moisture
- o Keep floors dry to eliminate slip falls and the build-up of bacteria, mold and mildew

Spills

- o Clean spills while still fresh
- o Use the proper cleaning solutions and use only what is necessary
- o Dispose properly
- o Ensure that building occupants know whom to contact in case of spills

Trash

- o Ensure that trash, especially trash which contains food waste, is removed
- o Frequently, and is not left in building over an extended period of time (i.e. weekends or holidays)
- o Dispose properly and ensure that trash does not attract pests nor create litter
- o Make sure that trash and recyclables are being separated properly

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Hard Surface Floor Care System

In an effort to minimize the need to strip and refinish surfaces, Jani-King collaborates with vendors such as HTC Twister, Inc. for a new and innovative process that delivers or exceeds traditional levels of cleanliness.

The Twister Diamond Cleaning System does not require any chemicals in daily cleaning to keep the floor clean and shiny. For floors that require floor finish, using the Diamond Twister System will reduce the frequency of the periodic maintenance. In addition, using Diamond Twister reduces the amount and management of waste and residues. Twister pads are made from recycled PET for minimum environmental impact. By choosing Twister as our standard method for floor maintenance we actively and effectively reduce the environmental impact.

The Diamond Twister pad contains billions of microscopic diamonds that not only effectively clean but also polish the floor during daily cleaning. The difference between the various pads is the size of the diamonds --- this determines whether it cleans, polishes, or performs both. This process enables our cleaners to upgrade a dirty, dull floor to a clean shiny one.

The Diamond Twister pads can be used on all types of flooring and are available for most commonly used floor cleaning machines. Diamond Twister pads can be used on the following types of floors:

- Natural stone
- Porcelain Tile
- Terrazzo
- Vinyl Plank Floors
- Modular Carpetcare
- Luxury vinyl tile (LVT)
- Linoleum
- Epoxy Floors
- Ceramic tile
- VCT
- Rubber Impact tile composite
- Sealed wood floors
- Polished Sealed concrete (HTC Superfloor)
- Ceramic tile
- Travertine
- Rubber Riser Flooring
- Painted Gypsum Wallboard

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2.4 SITE HAZARDS

Environmental Hazards Include:

Workplace Hazards Include:

Blood borne pathogens and bodily fluids

Sharp Objects

Wet floors

Chemicals

Loose electrical cables

Heavy equipment

2.5 PERSONAL PROTECTIVE EQUIPMENT (PPE)

Safety Glasses

Disposable respirators

Rubber gloves

Non-slip shoes

Warm clothing

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3.0 Safety Meeting Program

3.1 Initial Meeting

Prior to starting the cleaning and sanitizing of the Artesian Casino, it is advisable to conduct a safety meeting. The meeting will include all cleaning personnel who will be working in the arena. The cleaning personnel will be provided with a hazard analysis of the work site. Personnel will be advised of proper PPE and how to use it.

3.2 Site Safety Briefings

It is advisable to conduct safety briefings on a daily basis. They may be incorporated with the daily organizational meetings. Personnel will be advised of any specific hazards which may be present during the course of the cleaning and sanitizing operations.

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Bloodborne Pathogens

Blood borne pathogens are microorganisms such as viruses or bacteria that are present in human blood and can cause diseases. Universal precautions should be observed to prevent contact with blood or other potentially infectious materials. Under circumstances in which differentiation between body fluid types is difficult or impossible, all body fluids should be considered potentially infectious materials.

In order to prevent or minimize the potential for exposure, gloves must be worn during cleanup of blood or infectious materials.

Housekeeping -

Spill Clean-up; use PPE & Universal Precautions; cover spill or area with paper towels or rags; pour disinfectant solution over towels or rags; leave for at least 10 minutes; place materials in appropriate container; arrange for pick-up and disposal

Waste Disposal -

Use PPE when handling; leak-proof container; proper labeling; drop-off sites

Contaminated Laundry -

Laundry soiled with blood or other infectious materials; use PPE; handle as little as possible; pre-soak all contaminated clothing; if blood or infectious materials gets on clothing, remove and thoroughly wash with detergent ASAP



**SAFETY
FIRST**

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Best Practices

Jani-king has established the following best practices for use of equipment and chemical products; plans, procedures, and policies; training; and preventive measures:

1. ***Follow general cleaning best practices.*** One of the most important principles of an effective green cleaning program is first to keep the dirt out. Walk-off mats in doorway entries can prevent mud and other debris from being dragged into a facility. Second, ensure that facilities are "ready to clean," and are not overly cluttered. Third, training on proper cleaning and disposal practices can help reduce injury, illness, and pollution. Fourth, proper dilution of products is an important component of safety, as some chemicals that pose little harm when diluted can be dangerous in their concentrated form. Reading and following labels will be emphasized in all "green cleaning" training workshops. Fifth, update and maintain cleaning equipment. Understanding that more modern equipment is ergonomically designed and microfiber mops and HEPA vacuums better collect dirt and dust without recirculation or cross-contamination. Finally, clean first to remove most germs, and then disinfect only in target areas. Recognizing that "clean doesn't have an odor" ---smells of ammonia or fragrances can actually be harmful.
2. ***Use metered dilution equipment rather than mixing cleaning chemicals by hand.*** The use of dilution equipment that measures and dispenses the correct amount of cleaning product minimizes the potential for cleaning staff and building occupants to become exposed to cleaning chemicals that are spilled or over-concentrated when hand-mixing is used.
3. ***Reduce the number of types and brands of cleaning products used.*** Trying out products that are offered as free samples or with temporary supplier discounts is strongly discouraged as these practices may result in frequent switching of cleaning chemicals, equipment and methods that can result in wasting products and increasing training needs. Products packaged in aerosol containers, should be avoided because they are expensive and can result in increased exposure to cleaning chemicals that are dispersed in a fine mist.
4. ***Use microfiber mops and cloths.*** One way to cut the use of disinfectants and other cleaning products while improving performance is by using microfiber mops. Microfiber mops (and cloths) were developed for use in health care facilities as a way to avoid cross-contamination when moving from one room to the next. Flat-mop products are peeled off from a Velcro attachment (usually) and laundered when they become dirty rather than putting them back into the bucket as is done with conventional mops. This practice makes the cleaning chemicals last longer because they are not poured down the drain whenever the mop bucket water becomes dirty.

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5. ***Target the use of disinfectants; don't over-use.*** A disinfectant is used on hard inanimate surfaces and objects to destroy or irreversibly inactivate infectious fungi and bacteria, but not necessarily their spores. Sanitizers are used to reduce, but not necessarily eliminate, microorganisms from the inanimate environment to levels considered safe as determined by public health codes or regulations. Most of these products are used in restrooms, although they are used in other areas as well. Since both disinfectant and sanitizers are designed to kill organisms, it is critical that they be used carefully and diluted properly. Since most germs attach to dirt, surfaces should be thoroughly cleaned before disinfectants are applied rather than cleaning and disinfecting simultaneously. Products must left on for the required dwell time to disinfect properly. Disinfectants are commonly over-used. The best route is to clean first and target disinfectants only in areas that require it.
6. ***Use of only non-toxic cleaning products certified by Green Seal.*** Green Seal-certified products have fewer hazardous chemicals and an overall lower environmental impact.

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Staff Training

A training program has been created for franchisees for implementing green cleaning procedures. The training program is to ensure that staff understands the environmental and health issues associated with cleaning products and equipment, as well as their specific responsibilities for application and adherence of the policy. The curriculum covers the hazards, use, maintenance, and proper disposal of cleaning chemicals, and dispensing equipment and packaging. This program also includes strategies for promoting and improving hand hygiene, including both hand washing and the use of alcohol-based waterless hand sanitizers. The training is conducted upon the placement of a "green" account and annually thereafter. All franchisees will be trained. Jani-King International in collaboration with Jani-King regional offices is responsible for updating the training program, program delivery and compliance. Documentation of training is kept by the Corporate Operations department and the franchisee.

Training instruction is hands-on with all techniques and products demonstrated in one-on-one or small group sessions. The training program incorporates instructional materials provided by cleaning product and cleaning equipment vendors. Clean team staff are informed of the health benefits of the Green Cleaning Program and become aware that the changes from traditional cleaning procedures are not dramatic. A sign off of acceptance and implementation of new cleaning products and procedures is maintained in the training documentation. Franchisees are encouraged to pass the training along to supervisors in order to deliver positive reinforcement to the clean team staff. Related online safety training is available as a supplement to the hands-on training.

Green Cleaning Training Guide for Staff

I Purpose

To train cleaning staff in the proper product use and cleaning techniques required to maintain a safe, sanitary and healthy environment for students, athletes, staff and visitors.

II. What is Green Cleaning?

Green cleaning is defined as cleaning to protect health without harming the environment.

III. Why Green Cleaning?

- o Minimize the impact on human and environmental health
- o Reduce impact on the environment - generate less waste
- o Meet sanitation, appearance and other service considerations
- o Reduce liability caused by the use of potentially dangerous chemicals

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IV. Implementation of a Green Cleaning Program

- o Change the way we perceive and contribute to providing a clean, healthy building for all occupants.
- o Use environmentally preferred cleaning products including Green Seal certified.
- o Use environmentally preferred floor care and preferred paper products
- o Use new low impact cleaning tools and equipment (i.e. vacuums that are triple filtration or HEPA).
- o Use efficient and effective dispensing systems
- o Minimize waste and chemical use by employing efficient cleaning methods

V. Basic Cleaning Procedures

Improving and standardizing:

- o Entryways and lobby: trapping and removing dirt and pollutants before they enter the building; frequent cleaning of entrances and floor mats.
- u Indoor air quality: procedures for minimizing particles of dust and chemicals in the air; application of chemicals to cloth rather than spraying the surface to be cleaned.
- o Proper use of the chemical management systems for accurate dilutions to maximize cleaning efficiency and minimize waste.
- o HEPA filter bags: empty the equipment at the end of shifts or when they are half full; proper vacuuming, extraction, rinsing and drying of carpet
- o Focus on cleaning touch points such as door knobs, handles, bright work, fixtures and any other common areas in the building where occupants come in contact.
- o Proper application of disinfectant in restrooms by following the proper dwell time for chemical to work on the surface.
- o Color-coded tools to ensure that pollutants do not get carried from one area to another.
- o Preventing cross-contamination by using the 8-fold clean method with micro-fiber t.lol hi,

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- o Preventing cross-contamination by using the proper micro-fiber cloth codes:
 - Yellow micro-fiber for restrooms
 - Green/white micro-fiber cloth for general purposes
 - Blue micro-fiber cloth for glass surfaces
 - Red/orange micro-fiber for dusting
- o Preventing cross-contamination by using the proper mop pad codes:
 - Yellow micro-fiber pads for finish remover
 - Green/white micro-fiber pads used dry
 - Blue micro-fiber pads will be used wet
 - White micro-fiber pads for finish applicator

VI. Audits/Inspections

- The Jani-King Corporate Operations department will conduct routine inspections to evaluate the effectiveness of the cleaning program, using the Association of Physical Plant Administrators (APPA) standards as a guide.
 - o Maintenance of inspection records
 - o Maintenance of corrective actions taken, if applicable
 - 3-step corrective action plan
 - Step One - review performance of cleaner
 - Step Two - if procedures are being followed correctly - review of the process
 - Step Three - Retraining
- The target standard is APPA level 2 (described in VIII. APPA Levels of Cleaning).

VII. 5 APPA Levels of Cleaning

- Level 1 - Orderly spotlessness
- Level 2 - Ordinary
- Level 3 - Casual
- Level 4 - Moderate
- Level 5 - Unkempt Neglect

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Procedure for Requesting the Use of New Chemicals

I. PURPOSE

This procedure defines the process for requesting an approval for the use of a new chemical. No new chemical materials are to be ordered, delivered, or used at or in any client facility unless they have been reviewed and approved via this procedure.

II. SCOPE

This procedure applies to all franchisees, cleaning supervisors and cleaning team members. This procedure applies to all buildings associated with the client facilities.

III. DEFINITIONS

- SOS - Safety Data Sheet
- PPE - Personal Protective Equipment

IV. PROCEDURES

IV.1 Whenever a new chemical is being considered for use at a client facility that Jani-King International has been assigned to clean, the requestor must fill out ***afani-King at New Chemical Material Request Form***. The form must be signed by the requestor, requestor's supervisor (if applicable) and the franchisee.

IV.2 A copy of the SOS must be submitted in an electronic format along with the new chemical request form. The SOS must be from the supplier that will be providing the chemical material.

IV.3 The SOS along with the request form will be submitted to a designated email.

IV.4 The Green Clean Team comprised of regional office operations and corporate operations will review the information submitted on the Chemical Material Request Form. If adequate information is provided by the requestor and it is determined by the team that there is no significant risk to the facilities of the client, the team may collectively Jani-King approve the addition of the chemical to the approved chemical list.

IV.5 The Jani-King approved chemical along with supporting documentation will be submitted to a client designated person for authorization.

IV.6 Upon approval via electronic format from the client designee the franchisee will be notified.

IV.7 Franchisee will notify the requestor and the entire cleaning staff.

IV.8 The SOS will be logged into the SOS log book (one per janitor closet per building) and a copy inserted. During each monthly inspection regional operations will review the SOS log book for compliance.

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Sustainable Products and Equipment

Wherever feasible, cleaning products and materials, including hard floor and carpet care products, used inside and outside the client's facilities will meet the requirements of LEED 2009 for Existing Buildings: Operations and Maintenance IEQ Credit 3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials as described below. Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard floor cleaners, carpet cleaners, general purpose cleaners, specialty cleaners, odor control, and disinfectants...

Approved Product List

The products listed in the tables below are approved for use. Products beyond those listed here must be submitted to the Green Clean Team for approval before use.

1. General Cleaning

Cleaning Services utilizes the "Twist'n Fill" cleaning chemical management system. This system dispenses product to ensure it limits employee contact with chemicals for enhanced safety, and the concentrated formulas minimize wasteful containers.

Manufacturer	Product	Purpose	Sustainability Features	LEED 2009 EB: O & M Compliant Criteria
3M	Twist& Fill Glass Cleaner Concentrate 1	Glass Cleaner	GS-37 Certified	GS-37 Certified
	Twist& Fill General Purpose Cleaner Concentrate 8	General Purpose Cleaner	GS-37 Certified	GS-37 Certified
	Twist& Fill Bathroom Cleaner Concentrate 44	Bathroom Cleaner	GS-37 Certified	GS-37 Certified

2. Floor Care

Manufacturer	Product	Purpose	Sustainability Features	LEED 2009 EB: O & M Compliant Criteria
3M Chemical Technologies International	Twist 'n Fill Extraction Cleaner Concentrate 9	Carpet Extraction	CRI Seal of Approval	CRI Seal of Approval
	CPM for Carpets		Green Leaf Certified	-
	Envirex Brush &		Green Leaf Certified	

Equipment**Green Cleaning Equipment Use**

All equipment for use in the client's facility will comply with the requirements of LEED 2009 for Existing Buildings: Operations and Maintenance IEQ Credit 3.4: Green Cleaning, Sustainable Cleaning Equipment.

Sustainability Criteria**.i. All Equipment**

- o Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
- o Equipment is designed with safeguards such as rollers and bumpers to reduce potential damage to building surfaces.
- o Electric and battery-powered equipment operate at a sound level less than 70 dBA.
- o If battery-powered, equipment should use environmentally preferable gel batteries.

.i. Automated Scrubbing Machines

- o Equipped with variable-speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids, or only uses tap water with no added cleaning products.
- o Operate at a sound level less than 70 dBA

o .i. Buffers and burnishers a b / c i nverted floor maintenance equipment

- o Equipped with vacuums, guards, and/or other devices for capturing fine particulates
- o Electric, low-speed
- o Operate at a sound level less than 70 dBA

.i. Vacuums

- o Certified by the CR! "Seal of Approval" Testing Program
- o Operate at a sound level less than 70 dBA

• Carpet extractors

- o Certified by the CR! "Seal of Approval" Testing Program for deep-cleaning extractors
- o Hot water extraction equipment for deep cleaning carpets capable of removing moisture such that the carpet may dry in less than 24 hours

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Jani-King of Oklahoma

Item: **Oklahoma City Municipal Court Building Bid Document:Oklahoma City Municipal Court Building Bid Document:Oklahoma City Municipal Court Building Bid Document:Green Cleaning Program**

Attachments

Green Cleaning Program.pdf

Jani-King Equipment and Chemical Approvals.pdf

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Green Cleaning

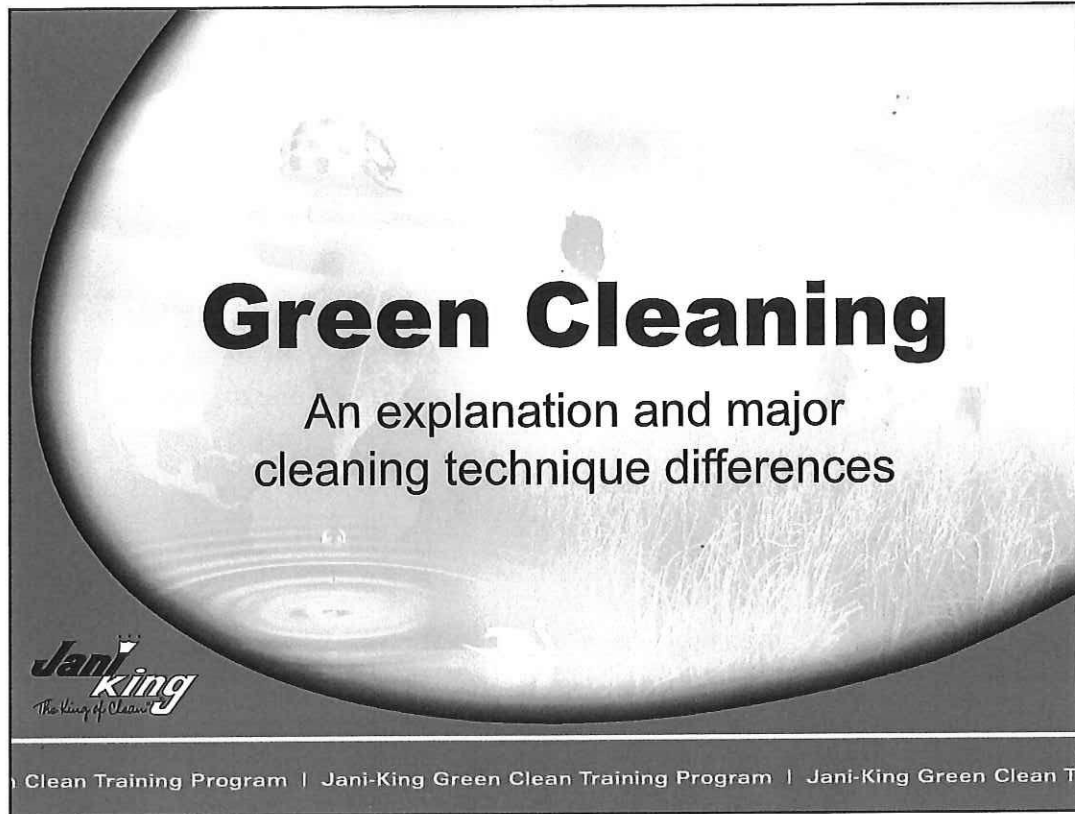
Green Cleaning is one of the fastest growing and in-demand practices in the commercial cleaning industry. In fact, Green thinking continues to be top of mind in all aspects of our daily life as well. As a result, it has become unlikely for anyone to purchase a product or hire a service that does not promote and practice an eco-friendly concept. Nowhere is that more prevalent than in the commercial cleaning industry.

This introductory training module covers the basics of Green Cleaning and includes information direct from Green Seal™, a non-profit organization that creates environmentally friendly standards and processes. By making these processes part of our daily routine, we can play a key role in protecting the environment while improving the way we do business.

Through this module, you will learn about the inner workings of a successful Green Cleaning program and discover that there is little difference from current practices. Also included in this material is an informative DVD that provides a snapshot of an actual Jani-King Green Cleaning presentation in which there is a demonstration of fundamental cleaning and product differences.

Jani-King is excited to deliver best practices that allow our company and franchisees to move in an environmentally friendly direction in order to meet Green Seal standards. We encourage each person in the Jani-King system to follow the enclosed material and adhere to the latest industry information that can lead to a Green future for our clients.

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Green Cleaning

- Definition
- GS42 (Green Seal™)
- Environmental Standard
- Green Cleaning Techniques



Clean Training Program | Jani-King Green Clean Training Program | Jani-King Green Clean Tr

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Green Cleaning Training Program Workbook

Green Cleaning Definition

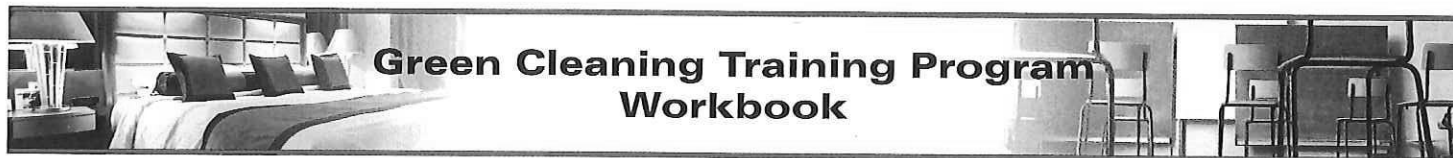
- ***Green Cleaning is defined as cleaning to protect health without harming the environment.***

It includes policies, procedures and shared responsibility efforts that minimize the impact of cleaning materials on the health of building occupants and protect the environment as a whole.



Clean Training Program | Jani-King Green Clean Training Program | Jani-King Green Clean T

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Green Cleaning GS 42

Green Seal™ (Environmental Standard for Cleaning Services)

- Green Seal™ is a non-profit organization devoted to environmental standard setting, product certification, and public education.
 - Identifies products that are designed and manufactured in an environmentally responsible manner
 - Offers scientific analysis to help consumers make educated purchasing decisions regarding environmental impacts
 - Ensures consumers that any product bearing the Green Seal™ Certification Mark has earned the right to use it
 - Encourages manufactures to develop new products that are significantly less damaging to the environment than their predecessors



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Green Cleaning Training Program Workbook

Green Cleaning GS 42

Green Seal™ (Environmental Standard for Cleaning Services) Continued

- GS 42. The environmental standard that contains the basic requirements for certain products to be certified by Green Seal™ and for their manufactures to receive authorization to use the Green Seal™ Certification Mark on products and their packaging, and in product advertising.
- These requirements are based on an assessment of the environmental impacts of product manufacture, use, and disposal and reflect information and advice obtained from industry, trade associations, users, government officials, environmental and other public interest organizations, and others with relevant expertise.



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Green Cleaning Environmental Standard

- Scope
- Definitions
- Planning requirements
- Requirements for products, supplies and equipment
- Cleaning procedure requirements
- Communications requirements
- Training requirements
- Certifications and labeling requirements



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Green Cleaning Scope

- Establishes requirements for cleaning service providers, including in-house and external cleaning services, to create a Green Cleaning program that protects human health and the environment.



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Green Cleaning Definitions

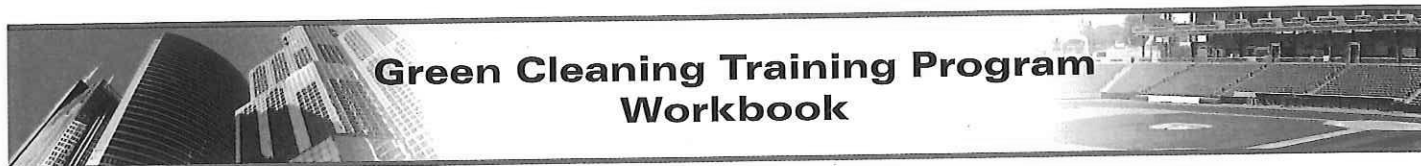
• Definitions

- **Cleaning Service Provider**-An organization that provides cleaning services to commercial or institutional building owners and operators
- **Client**-The organization or entity contracting for the services of a cleaning provider or, the client of an in-house operations
- **Concentrate**-A product that must be diluted with water to form the appropriate solution (typically 1:8)
- **Disinfect**- A process for hard inanimate surfaces undertaken to destroy or irreversibly inactivate infectious fungi and bacteria.
- **Environmentally Preferable Product**- A product certified as such by a type 1 environmental label that was developed in accordance with the ISO 14024 Environmental Labeling Standard.
- **Sanitize**- A process intended to reduce, but not necessarily eliminate, microorganisms from the inanimate environment to levels considered safe as determined by the public health codes of regulations.
- **Vulnerable Populations**- Represent people who are more susceptible than the general population to chemicals and products that might pose a risk to human health.



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Green Cleaning Planning Requirements

- Standard operating procedures
 - Cleaning service providers shall develop and maintain a set of written guidelines or Standard Operating Procedures (SOP's) that govern the cleaning procedures, chemical handling and tracking requirements, equipment maintenance and operations procedures, communication protocols and record keeping procedures.
- Building specific Green Cleaning plan
 - A building specific green cleaning plan in place that comprehensively describes the methods by which a facility is cleaned effectively while protecting human health and the environment.
- Powered equipment use/ maintenance plan
 - A plan for the use of powered janitorial equipment that maximizes the effective reduction of building contaminants with minimal environmental impact.



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Green Cleaning Requirements for Products, Supplies, & Equipment

- Environmentally preferable cleaning products and supplies
 - Only environmentally preferable products will be used as
 - General purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners and carpet cleaners
 - Floor finishes and floor strippers
 - Liquid hand soap
 - Toilet tissue and facial tissue
 - Paper towels and napkins
 - Plastic liners shall contain a minimum of 10% recycled content
- Powered cleaning equipment
 - All new, powered janitorial equipment purchased shall meet the following criteria
 - Vacuums must meet as a minimum, the Carpet and Rug Institute (CRI) Green Label Program requirements and operate at a sound level of less than 70 dBA,
 - Carpet extraction equipment must meet at a minimum the CRI bronze seal of approval
 - Floor maintenance equipment must be equipped with controls or other devices for capturing particulate and shall operate at a sound level less than 70 dBA
 - Propane-powered floor equipment must have low-emission engines certified by the California Air Resources Board under the Small off road-engines equipment (SORE) program, and shall be equipped with catalytic and exhaust monitoring systems
 - Must be used when the building is unoccupied
 - Scrubbing machines must have a variable rate of dispensing to optimize the use of cleaning fluids



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Green Cleaning Cleaning Procedure Requirements

- Reducing chemical waste/efficient use of chemicals
- Reducing solid waste
- Vacuum use/maintenance
- Entryways
- Floor Care



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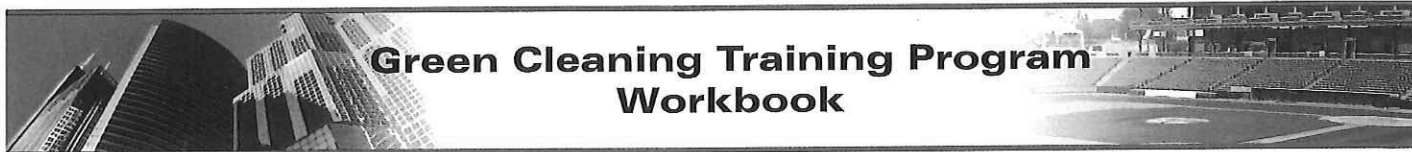
Green Cleaning Cleaning Procedure Requirements Reducing Chemical Waste/ Efficient Use of Chemicals

- Provide easily understood directions to cleaning staff in appropriate written languages or graphic representation for the dilution of chemical cleaning products
- Track the quantities of chemicals consumed over time by cleaning operations on at least a quarterly basis
- Use a chemical measuring and dilution control system that limits worker exposure to chemical concentrates while facilitating the proper dilution of chemical concentrates
- Train workers in the safe and effective use of all relevant chemical cleaning products
- Use the proper technology for applying chemical product in a manner that does not result in overuse and waste of the product
- Provide directions for the proper rinsing and disposal of used or expended chemical solutions or empty chemical containers
- Prevent other building areas from being adversely affected
- Reduce, minimize, or eliminate the need for using cleaning chemicals wherever possible



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Green Cleaning Cleaning Procedure Requirements Reducing Solid Waste

- Purchase chemicals and supplies in bulk that minimize packaging waste
- Whenever practical, use reusable cleaning cloths or microfiber technology in lieu of paper products
- Segregate and recycle all waste items from cleaning operations, including paper, glass, plastics, cardboard, other packaging materials, empty chemical containers, and worn equipment that are acceptable for recycling in the community



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Green Cleaning Cleaning Procedure Requirements Vacuum Use/Maintenance

- Vacuums shall be equipped with the proper filter or bag; the filters shall be changed or cleaned consistent with the manufacturers recommendations
- Vacuum bags or canisters shall be inspected at least every 2 hours and changed or replaced when half full or when indicated by a bag sensor, if the vacuum is equipped with one
- Precautions shall be taken to limit worker exposure to dust and particulate matter when cleaning and replacing bags and filters



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Green Cleaning Cleaning Procedure Requirements Entryways

- Keep outside entryways clean and free of debris through daily cleaning
- Ensure the use of walk-off matting both inside and outside building entryways that, at a minimum, meet the following requirements
 - 6-10 feet of scraper/wiper matting
 - 6-10 feet of wiper matting
 - 12-20 feet of matting for every entry point into the building
- Vacuum matting daily or more frequently, if required to prevent migration of contaminants into the building



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Green Cleaning Cleaning Procedure Requirements Floor Care

- **Hard floor maintenance**
 - Routine maintenance-vacuum to remove and contain particulate matter from flooring surfaces, or alternately, use mops equipped with reusable/ cleanable collection heads or equivalent.
 - Shall be cleaned on a pre-determined schedule
 - Daily-Heavy traffic areas
 - Scheduled (weekly, biweekly, monthly) -light traffic areas
 - Periodic maintenance- Provide reasonable notice to building management prior to the commencement of non-routine floor cleaning operations
 - Perform periodic maintenance only if sufficient floor finish is on the floor to protect the underlying floor
 - When floor restoration chemicals are used, apply with mop-on or auto scrubber methods rather than spray application
 - Use burnishing or buffing equipment with controls or other devices sufficient for capturing and collecting particulate generated during the use of the equipment
 - Restorative maintenance-Perform restoration on an as-needed basis rather than scheduled
 - Ventilate the area
 - Schedule when there is minimal occupancy of the building
 - Provide reasonable notice to building management
- **Carpet Care**
 - Routine maintenance.
 - Vacuum heavy traffic areas daily
 - Vacuum light traffic areas on a predetermined scheduled (weekly, biweekly, monthly)
 - Periodic maintenance-Provide deep cleaning carpet operations when light cleaning is not sufficient
 - Provide reasonable notice
 - As needed rather than scheduled
 - Remove enough water so carpet will dry within 12 hours
 - Schedule to coincide with minimal occupancy



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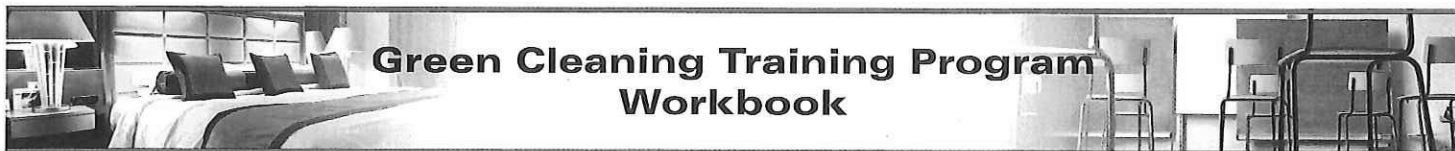
Green Cleaning Cleaning Procedure Requirements Disinfection

- Perform disinfection in areas or on surfaces when pathogens can collect and breed, such as in restrooms or on door handles, bathroom faucets, and other surfaces.
 - Use disinfectants only when required
- Only use EPA-registered disinfection devices
- Follow product directions for preparation of disinfecting solutions and appropriate disinfecting and cleaning method for the area to be cleaned



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Green Cleaning Cleaning Procedure Requirements Restroom Care

- Perform restroom care high to low, towards the doorway, dry cleaning first, then wet
- Daily clean and disinfect surfaces touched by hands
- Control and remove standing moisture from the floor and bathroom surfaces in a timely manner
- Use restroom cleaning equipment specifically for restroom cleaning only
 - Do not use restroom cleaning equipment (with the exception of certain powered equipment) for any other areas of the building
- Pull bathroom liners daily and disinfect the trash receptacle
- Fill all drain traps on a regular basis



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Green Cleaning Cleaning Procedure Requirements Dining Area and Break Rooms

- Clean and sanitize surfaces in food preparation and consumption areas on a daily basis or as required to protect human health
- Daily clean and sanitize surfaces that hands touch
- Equip waste containers likely to collect food waste with a cover and empty once per day or when full; clean and sanitize daily



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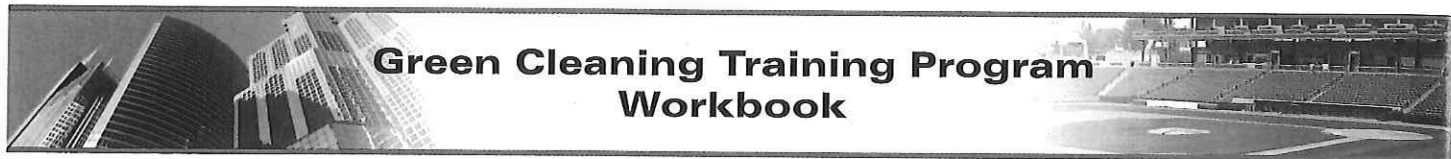
Green Cleaning Cleaning Procedure Requirements Trash Collecting and Recycling

- Remove trash and replace liners only when they are soiled from wet trash, become broken, or as required
- Dispose of trash in external, covered containers away from the immediate exterior of the building
- When a recycling program exists
 - Mark recycling stations clearly
 - Collect and remove from the building food-related recyclable prior to weekends and holidays
 - Inspect and clean recycling areas daily, including collection containers.
 - Work with the building management for:
 - Procedures for rinsing and separation of recyclables
 - Location and procedures for collecting recyclables
 - Periodic status of the recycling program including effectiveness and any problems regarding separation or collection of potential recyclable content



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Green Cleaning Cleaning Procedure Requirements Indoor Plants

- Collect and dispose of plant debris such as fallen leaves and flower petals
- Ensure that plants are not in direct contact with carpet
- Move plants away from HVAC vents

In the event that indoor plant care is not the responsibility of the cleaning service provider, the cleaning service provider shall notify building management of situations where indoor plants are interfering with or compromising cleaning such as instances not in compliance with the above-listed criteria



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Green Cleaning Cleaning Procedure Requirements Vulnerable Populations

- In situations where cleaning operations have the potential to adversely affect any identified members of a vulnerable population, the cleaning service provider shall:
 - Schedule daily cleaning activities to avoid exposure of vulnerable populations to the cleaning process
 - Adopt alternative cleaning practices that minimize or make unnecessary the use of cleaning chemicals
 - Use cleaning chemicals in areas only where sufficient ventilation is present to allow chemicals to dissipate before the area becomes repopulated
 - Conduct cleaning operations in a manner that prevents the transfer of impacts to other areas of the building that may contain vulnerable populations



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Green Cleaning Communications Requirements

- Provide employees with proper initial, on-site, or site specific and annual service training
- Ensure that a system is in place for cleaning employees to provide comments and suggestions about workplace issues and suggestions for improvements in the provision of services
- Communicate to the management or owners of the building of pests and any maintenance issues discovered while performing cleaning operations
- Provide materials to facility managers that define opportunities for building occupants to reduce the need for more intensive cleaning processes or treatments
 - Reporting spills
 - Reduce clutter
- Provide notification to building management of any cleaning products used in the building
- Provide product MSDS in a timely manner upon request
- Facility managers shall be requested by facility service providers to identify building occupants with special needs or sensitivities and have a process in place to work with management, cleaning staff, and individuals to mitigate the problem



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Green Cleaning Training Requirements

- All cleaning personnel shall be trained in the proper handling of chemicals, proper use and maintenance of capital equipment, and proper cleaning procedures
- Upon hiring, all cleaning personnel are required to undergo initial training on standard operating procedures, the proper sequencing of cleaning steps, and the proper use of PPE
- As part of initial training, all personnel are to be given standard safety training including focusing on reducing and preventing ergonomic injuries and exposure to hazardous materials encountered by cleaning service providers and their personnel
- Site specific training such as providing specific job-site training focusing on standards for the facility to which they will be assigned
 - Facility specific cleaning plan
 - Tailored procedural training
 - Hazardous communication standards
- All employees shall receive continuous training and or education on an annual basis to maintain knowledge of correct procedures for safety, tools, techniques, and pertinent environmental standards
- Records of training shall be maintained on each employee for all training specified within this standard
 - Maintained for 2 years from their hiring date
 - Maintained for 1 year after their termination



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Green Cleaning Certification and Labeling Requirements

- The certification program has an established procedure for accepting applications for products and services, evaluating them to an applicable Green Seal™ Environmental Standard, and certifying those that meet all the requirements for certification
- Must meet all the requirements in the standard
- On-site audits will occur to determine compliance
- An audit of the CSP's own facility may be required
- Only after a CSP is notified by Green Seal™ then can they use the Green Seal™ Certification mark
 - Can be used in advertising
 - Promotional material



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Green Cleaning Cleaning Techniques

- Dusting
- Emptying Trash
- Vacuuming
- Mopping
- Floor Maintenance
- Equipment Maintenance



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Green Cleaning and Jani-King

- Unified position
- Global affiliations
- Standardization
- Identify new requirements
- Increased awareness
- Eventual certification



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Equipment

Green Cleaning Equipment Use

All equipment for use in the client's facility will comply with the requirements of LEED 2009 for Existing Buildings: Operations and Maintenance IEQ Credit 3.4: Green Cleaning, Sustainable Cleaning Equipment.

Sustainability Criteria

♣ All Equipment

- Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
- Equipment is designed with safeguards such as rollers and bumpers to reduce potential damage to building surfaces.
- Electric and battery-powered equipment operate at a sound level less than 70 dBA.
- If battery-powered, equipment should use environmentally preferable gel batteries.

♣ Automated Scrubbing Machines

- Equipped with variable-speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids, or only uses tap water with no added cleaning products.
- Operate at a sound level less than 70 dBA

♣ Buffers and burnishers (electric/battery-powered floor maintenance equipment)

- Equipped with vacuums, guards, and/or other devices for capturing fine particulates
- Electric, low-speed
- Operate at a sound level less than 70 dBA

♣ Vacuums

- Certified by the CRI "Seal of Approval" Testing Program
- Operate at a sound level less than 70 dBA

▪ Carpet extractors

- Certified by the CRI "Seal of Approval" Testing Program for deep-cleaning extractors
- Hot water extraction equipment for deep cleaning carpets capable of removing moisture such that the carpet may dry in less than 24 hours

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SDS Pre-Approval Process

Procedure for Requesting the Use of New Chemicals

PURPOSE

- This procedure defines the process for requesting an approval for the use of a new chemical. No new chemical materials are to be ordered, delivered, or used at or in any client facility unless they have been reviewed and approved via this procedure.

SCOPE

- This procedure applies to all franchisees, cleaning supervisors and cleaning team members. This procedure applies to all buildings associated with the client facilities.

DEFINITIONS

- SDS – Safety Data Sheet
- PPE – Personal Protective Equipment

PROCEDURES

- Whenever a new chemical is being considered for use at a client facility that Jani-King International has been assigned to clean, the requestor must fill out a ***Jani-King at New Chemical Material Request Form***. The form must be signed by the requestor, requestor's supervisor (if applicable) and the franchisee.
- A copy of the SDS must be submitted in an electronic format along with the new chemical request form. The SDS must be from the supplier that will be providing the chemical material.
- The SDS along with the request form will be submitted to a designated email.
- The Green Clean Team comprised of regional office operations and corporate operations will review the information submitted on the Chemical Material Request Form. If adequate information is provided by the requestor and it is determined by the team that there is no significant risk to the facilities of the client, the team may collectively Jani-King approve the addition of the chemical to the approved chemical list.
- The Jani-King approved chemical along with supporting documentation will be submitted to a client designated person for authorization.
- Upon approval via electronic format from the client designee the franchisee will be notified.
- Franchisee will notify the requestor and the entire cleaning staff.
- The SDS will be logged into the SDS log book (one per janitor closet per building) and a copy inserted. During each monthly inspection regional operations will review the SDS log book for compliance.

Sustainable Products and Equipment

- Wherever feasible, cleaning products and materials, including hard floor and carpet care products, used inside and outside the client's facilities will meet the requirements of LEED 2009 for Existing Buildings: Operations and Maintenance IEQ Credit 3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials as described below. Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard floor cleaners, carpet cleaners, general purpose cleaners, specialty cleaners, odor control, and disinfectants...

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Approved Product List

- The products listed in the tables below are approved for use. Products beyond those listed here must be submitted to the Green Clean Team for approval before use.

General Cleaning

- Cleaning Services utilizes the "Twist „n Fill" cleaning chemical management system. This system dispenses product to ensure it limits employee contact with chemicals for enhanced safety, and the concentrated formulas minimize wasteful containers.

Manufactu	Prod	Purp	Sustaina bility Features	LEED 2009 EB: O&M Complia nt Criteria
3M	Twist & Fill Glass Cleaner Concent rate 1	Glass Cleaner	GS-37 Certified	GS-37 Certified
	○ Twist & Fill General Purpose Cleaner Concent rate 8	○ ○ General Purpose Cleaner	○ ○ ○ GS-37 Certified	○ ○ ○ GS-37 Certified
	○ Twist & Fill Bathroo m Cleaner Concent rate 44	○ ○ ○ Bathroo m Cleaner	○ ○ ○ GS-37 Certified	○ ○ ○ GS-37 Certified

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○ Floor Care

Manufacturer	Product	Purpose	Sustainability Features	LEED 2009 EB: O&M Compliant Criteria
3M Chemical Technologies International	○ Twist 'n Fill Extraction Cleaner Concentrate 9	Carpet Extraction	CRI Seal of Approval	CRI Seal of Approval
	○ CPM for Carpets		○ Green Leaf Certified	
	○ Envirex Brush & Bonnet		○ Green Leaf Certified	

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Jani-King of Oklahoma

Item: **Oklahoma City Municipal Court Building Bid Document:Oklahoma City Municipal Court Building Bid
Document:Oklahoma City Municipal Court Building Bid Document:Oklahoma City Municipal Court Building Bid
Document:Background check**

Attachments

Jani-King References2.pdf

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REFERENCES- Jani-King of Oklahoma, Inc.

Edmond Public Schools 1,648,100 Cleanable Square Feet

1001 West Danforth Road

Edmond, OK 73003-4801

Mr. Justin Coffelt

Associate Superintendent of Operations

(405) 340-2988

justin.coffelt@edmondschools.net

Edmond Public Schools has a total student population of 23,969. (PK-12).

Provide complete housekeeping in facility including daily, weekly, monthly cleaning, carpet extraction, strip and refinish, day porters, special event cleaning as needed, window cleaning, emergency cleaning. Perform stadium and athletic facility cleaning. Serviced for 23 years.

ASM/Paycom Arena (Thunder Facility)

1.5 million total Cleanable Square Feet

One Myriad Gardens

Oklahoma City, OK 73102

John Dodd

Director

(405) 602-8521

jdodd@asm-okc.com

Paycom Arena is the current arena for the Oklahoma City Thunder, it also hosts the PBR, Monster Truck and the biggest concerts and acts in the Oklahoma City metro.

Provide complete housekeeping in the facility including daily, weekly, monthly cleaning, carpet extraction, strip and refinish, day porters, special event cleaning (pre, during and post clean) , window cleaning, emergency cleaning Serviced for 10 years.

Yukon Public Schools 1,208,000 Cleanable Square Feet

600 Maple Street

Yukon, OK 73099

Mr. Mike Workman

Director of Facility Operations

(405) 320-3823

Mike.workman@yukonps.com

Yukon Public Schools is fully accredited by the Oklahoma State Department of Education. It has a student population of 8,300. In addition, Yukon High School is accredited by the North Central Association of Colleges and Secondary Schools.

Provide complete housekeeping in the facility including daily, weekly, monthly cleaning, carpet extraction, strip and refinish, day porters, special event cleaning as needed, window cleaning. Perform stadium and athletic facility cleaning. Serviced for 11 years.

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REFERENCES- Jani-King of Oklahoma, Inc.

Minco Public Schools 180,000 Cleanable Square Feet
311 SW Sixth Street
Minco, OK 73059
Contact: Kevin Sims
Phone: (405) 556-0389
ksims@minco.k12.ok.us

Provide night-time cleaning for Minco Public Schools. Daily, weekly, and monthly cleaning duties. Provide strip and waxing and carpet extraction in the summer. Serviced for 5 years

University of Oklahoma 2.5 Million Cleanable Square Feet
180 W. Brooks
Norman, OK 73019
Contact: Brian McKinnell
Phone: (405) 325-2420
bmckinnell@oussp.com

Provide event staff for athletic facilities on campus. Provide nightly cleaning staff for athletic offices. Daily, weekly, and monthly cleaning duties. Provide strip and waxing and carpet extraction in the summer and throughout the year as needed. Serviced for 15 years.

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Supplier: Jani-King of Oklahoma**QUESTIONNAIRE**

Bidder must complete the entire questionnaire and explain any no response in the comment section below each line item.

Vendor is to indicate compliance in the appropriate box. Explain all "NO" responses.

1. GENERAL COMPLIANCE	Compliance
1. I understand the selected vendor should have the capacity to begin cleaning immediately following Council Approval.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. I understand the liability insurance and performance bond as outlined in the specifications will be required within 10 business days of award recommendation notification from Procurement staff. These items must comply with the requirements in the specifications.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. The bidder shall have been in the cleaning business handling commercial or industrial accounts for at least three years prior to submission of its bid and shall have experience in cleaning one medium to large (40,000 sq. ft. or more) office (private or public) building for one year or more. This requirement must be for a single building, not a complex of buildings.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. The bidder shall furnish all equipment as required to successfully perform the cleaning per these specifications.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. The bidder shall have an adequate number of employees on the payroll engaged directly in cleaning work as of the date of the submission of its bid and if awarded the contract, the vendor shall maintain such minimum numbers of employees throughout the term of the contract, as necessary to satisfactorily perform the duties and obligations of said contract.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. The Municipal Court Building at 701 Couch Drive is a certified WELL Health Safety Rating compliant building. To maintain that certification, custodial vendors are required to use cleaning products which carry an "ISP 14024-compliant (Type 1) Ecolabel.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. The Bidder and/or their employees shall be responsible for their own parking.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. Provide the average retention of employees:	
9. Provide the current number of employees:	
Any "NO" responses must be explained:	

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Solicitation 24606

Custodial Services for the Oklahoma City Municipal Court Building

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid 24606

Custodial Services for the Oklahoma City Municipal Court Building

Bid Number	24606
Bid Title	Custodial Services for the Oklahoma City Municipal Court Building
Expected Expenditure	\$125,000.00 (This price is expected - not guaranteed)
Bid Start Date	Apr 12, 2023 8:07:41 AM CDT
Bid End Date	May 3, 2023 10:00:00 AM CDT
Question & Answer End Date	Apr 27, 2023 12:00:00 PM CDT
Bid Contact	Monica Hardesty monica.hardesty@okc.gov
Bid Contact	City Clerk cityclerk@okc.gov
Bid Contact	Billy Bray billy.bray@okc.gov
Contract Duration	1 year
Contract Renewal	2 annual renewals
Prices Good for	Not Applicable
Pre-Bid Conference	Apr 20, 2023 3:00:00 PM CDT Attendance is mandatory Location: Oklahoma City Municipal Court Building Courtroom 6, 2nd floor, 701 Couch Drive, Oklahoma City, OK 73102
Standard Disclaimer	This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts. Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.
Bid Comments	Upload your response to the Bid as outlined in the Bid and any related documents to the line items. Please do not zip files. To secure a custodial services pricing agreement for the City of Oklahoma City at the Oklahoma City Municipal Court building managed by the Department of Court Administration. The successful Bidder shall supply all machinery, tools, supplies, products, and manpower to successfully fulfill the requirements of these specifications. The Expected Expenditure amount of \$125,000 for this commodity is an estimate for a one-year period based on past history and future projections. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such item or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. See the specification bid packet for more information.

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Item Response Form

Item **24606-01-01 - Oklahoma City Municipal Court Building-701 Couch Drive 70,602 sq.ft. Services to Include A, B, C, D: As Scheduled Service**

Lot Description **Oklahoma City Municipal Court Building-701 Couch Drive 70,602 sq.ft. Services to Include A, B, C, D**

Quantity **1 month**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Daily Cleaning Including A, B, C, D

Item **24606-02-01 - Oklahoma City Municipal Court Building-ALTERNATIVE CLEAN ITEMS ITEM E: As Requested**

Lot Description **Oklahoma City Municipal Court Building-ALTERNATIVE CLEAN ITEMS ITEM E**

Quantity **1 job**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Floor Conditioning when requested

Item **24606-02-02 - Oklahoma City Municipal Court Building-ALTERNATIVE CLEAN ITEMS ITEM E: As Requested**

Lot Description **Oklahoma City Municipal Court Building-ALTERNATIVE CLEAN ITEMS ITEM E**

Quantity **1 square foot**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Carpet Cleaning

Item **24606-02-03 - Oklahoma City Municipal Court Building-ALTERNATIVE CLEAN ITEMS ITEM E: As Requested**

Lot Description **Oklahoma City Municipal Court Building-ALTERNATIVE CLEAN ITEMS ITEM E**

Quantity **1 job**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)

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N/A
Oklahoma City OK 73102
Qty 1

Description

Window/Glass Cleaning Services Quality of Work

Item	24606-03-01 - Additional Services when required: As Requested
Lot Description	Additional Services when required
Quantity	1 hour
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

Site Supervisor for Additional Services When Required

Item	24606-03-02 - Additional Services when required: As Requested
Lot Description	Additional Services when required
Quantity	1 hour
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

Custodial Worker for Additional Services When Required

Item	24606-03-03 - Additional Services when required: As Requested
Lot Description	Additional Services when required
Quantity	1 percentage
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

Markup for supplies for additional supplies

Item	24606-04-01 - Oklahoma City Municipal Court Building Bid Document: Staff Hours
Lot Description	Oklahoma City Municipal Court Building Bid Document
Quantity	1 each
Prices are not requested for this item.	

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Delivery Location **City of Oklahoma City and its Trusts**

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1

Description

Attach the anticipated number of man hours/day and the anticipated workforce required to carry out the specified work.

Item **24606--04-02 - Oklahoma City Municipal Court Building Bid Document: Cleaning Process and Procedure**

Lot Description **Oklahoma City Municipal Court Building Bid Document**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Oklahoma City and its Trusts**

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1

Description

Attach cleaning process and procedures. See specifications.

Item **24606--04-03 - Oklahoma City Municipal Court Building Bid Document: Green Cleaning Program**

Lot Description **Oklahoma City Municipal Court Building Bid Document**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Oklahoma City and its Trusts**

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1

Description

Attach a document addressing the specifics of bidder's green cleaning program and include a list of equipment, supplies and cleaning materials. See specifications. This may have been uploaded on previous line item.

Item **24606--04-04 - Oklahoma City Municipal Court Building Bid Document: w-9**

Lot Description **Oklahoma City Municipal Court Building Bid Document**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Oklahoma City and its Trusts**

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1

Description

Attach a copy

Item **24606--04-05 - Oklahoma City Municipal Court Building Bid Document: Background check**

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Lot Description **Oklahoma City Municipal Court Building Bid Document**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Oklahoma City and its Trusts**

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

Attach a copy

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**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION
STATEMENT**
**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID
OR THE BID WILL BE REJECTED**

INSTRUCTIONS: This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between
hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment % Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's

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risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If submitting a bid for services, the Bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

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The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.

WITNESS the hands of the parties hereto:

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Type Name of Authorized Agent

Title of Authorized Agent

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID OR THE BID WILL BE REJECTED

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NON-COLLUSION AFFIDAVIT

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←

<input type="text"/>	<input type="text"/>
Type Name of Authorized Agent/Representative	Title
<input type="text"/>	
Company Name	
<input type="text"/>	<input type="text"/>
Address	Zip Code
<input type="text"/>	
Telephone Number and Fax Number, if any	

TO BE COMPLETED BY THE NOTARY:

State of *)
<input type="text"/>) SSS
County of *)
<input type="text"/>	

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[*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to before me on this day of , by
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number:
[Oklahoma] Type Name of Notary Public
My Commission Expires:
[Date/Year]

[49 Okla. Stat. 2011 §119]

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

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BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID

SUPPLIER CONTACT INFORMATION

The purpose of this form is to assist various City Departments and Trusts with placing orders.

Sales Contact:

Company Name:	<input type="text"/>		
Address:	<input type="text"/>		
Contact Person:	<input type="text"/>	Email Address:	<input type="text"/>
Telephone Number:	<input type="text"/>	Fax Number:	<input type="text"/>

Billing Contact:

Company Name:	<input type="text"/>		
Address:	<input type="text"/>		
Contact Person:	<input type="text"/>	Email Address:	<input type="text"/>
Telephone Number:	<input type="text"/>	Fax Number:	<input type="text"/>

Service Contact:

Company Name:	<input type="text"/>		
Address:	<input type="text"/>		
Contact Person:	<input type="text"/>	Email Address:	<input type="text"/>
Telephone Number:	<input type="text"/>	Fax Number:	<input type="text"/>

After Hours Emergency Number(s)	<input type="text"/>
After Hours Emergency Number(s)	<input type="text"/>
After Hours Emergency Number(s)	<input type="text"/>
After Hours Emergency Number(s)	<input type="text"/>

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(Published in *The Journal Record* on April 12th, 2023)

NOTICE TO BIDDERS

Notice is hereby given that The City of Oklahoma City (“Contracting Entity”) will receive electronic bids at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 10:00:00 a.m., on the 3rd day of May, 2023, for the following:

BID24606-Custodial Services for the Oklahoma City Municipal Court Building

MANDATORY PRE-BID MEETING: A mandatory pre-bid conference will be held on Thursday, April 20th, 2023, at 3 pm at the Oklahoma City Municipal Court Building Courtroom 6, 2nd floor, 701 Couch Drive, Oklahoma City, Oklahoma, 73102.

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept bids electronically. You are invited to submit a bid electronically through the Periscope system to supply the goods and/or services specified in the electronic bid packet. The Contracting Entity does not provide access to a computer for electronic bidding or electronic bid submission. Bidders must register in advance with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic bid. The Contracting Entity recommends potential Bidders register and become familiar with the Periscope electronic bidding process in advance of submitting a bid. There is no charge to the Bidder for registering or submitting an electronic bid to the Contracting Entity through Periscope. Instructions on how to get registered to bid through Periscope can be found on The City of Oklahoma City’s website at <https://www.okc.gov/departments/bidding>.

Bids shall be made in accordance with this Notice to Bidder, General Instructions and Requirements for Bidders, Oklahoma Open Records Act and Confidential Information, the Specifications, the Agreement & Non-Discrimination Statement, the Non-Collusion Affidavit, and any other documents which are included in the complete electronic bid packet. The Agreement must be completed, signed, and submitted electronically through Periscope for the bid to be valid.

Bids timely submitted electronically through Periscope shall be opened at the time stated above or later in the City Clerk’s Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the above stated date and time. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours before an Agreement shall be made and entered.

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**The City of
OKLAHOMA CITY**
and its Trusts

**ELECTRONIC BID PACKET
CUSTODIAL SERVICES FOR THE OKLAHOMA CITY
MUNICIPAL COURT BUILDING
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GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDER'S IRREVOCABLE BID AS A FIRM OFFER. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR SPECIFICATIONS MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER'S BID. THIS CAN BE ACCOMPLISHED BY SUBMITTING AN ALTERNATE OFFER, IF AVAILABLE ON THE BID, OR BY ENTERING INFORMATION INTO THE "NOTE TO BUYER" FIELD. A BIDDER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE PERISCOPE SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET AND ANY OTHER BID DOCUMENTS RELATED TO THIS BID.

1. **EXAMINATION BY BIDDERS:** All Bidders must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any Bid/Pricing Agreement/Contract. Failure to examine is at the Bidder's own risk as Bidder will be held to the terms, conditions and requirements therein.
2. **SUBMISSION OF FORMS REQUIRED FOR PRICING AGREEMENT/CONTRACT AWARD:** All bids must be completed electronically, on the forms provided by the Contracting Entity through the electronic bidding system. Bids will not be considered unless the Bid/Pricing Agreement/Contract form is completed, signed and submitted by the Bidder in the electronic bidding system. A Letter of Authorization should also be attached and submitted when the Bidder is not authorized by statute and the Bidder's organizational and establishing documents to sign and bind the Bidder to the Bid/Pricing Agreement/Contract documents. The Non-Collusion Affidavit must be executed by the Bidder or an authorized agent and notarized. The notarization must contain:
 - (a) The notary's signature (electronic signature);
 - (b) Jurisdiction where notarization took place (i.e., State of __, County of __);
 - (c) Date of notarization;
 - (d) The notary's commission expiration date;
 - (e) The notary's commission number (Oklahoma);
 - (f) The notarial seal (the notary seal is not required for electronic notarization); and
 - (g) Comply with all other applicable laws. The Non-Collusion Affidavit must be submitted electronically with the electronic bid packet.
3. **SUBMISSION OF BIDS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Bids must be submitted electronically through Periscope and shall be opened at the time stated in the Notice to Bidders, or later, in the City Clerk's Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the deadline. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours thereafter before a Pricing Agreement/Contract shall be made and entered into thereon.
4. **DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
5. **EXCEPTIONS:** Any exceptions or variances to these instructions or specifications must be submitted with the Bidder's bid. This can be accomplished by submitting an alternate offer, if available on the bid, or by entering information in the "Note to Buyer" field. A Bidder may also submit exceptions by uploading a separate document labeled "Exceptions" into the Periscope system. Failure to indicate any exceptions will be construed to mean that the Bidder offers to furnish the exact commodity as described in the bid specifications and as full acceptance of the requirements, instructions, and specifications contained in this bid packet and any other bid documents related to this bid.
6. **UNIT PRICES:** A unit price for each unit bid must be shown and include any applicable taxes, delivery, and packaging and/or packing, if any, unless otherwise specified. If there is an estimated quantity stated as such in the specifications, the estimate is not a guarantee of the quantity which may be purchased. When the quantity in the Periscope system is listed as "1", Bidder shall bid the per individual unit price. The Contracting Entity may purchase one or more bid item at any given time throughout the term of the Pricing Agreement/Contract. The Periscope system will calculate the total based on the quantity requested by the Contracting Entity and the price entered by the Bidder. The Periscope system will calculate the bid price based on the quantity and price. Items bid as an estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the Bidder to the destination specified in the special instructions of the specifications.
7. **EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the bid price. No additional payment or compensation will be made for taxes.
8. **PAYMENTS AND DISCOUNTS:**

- (a) Payment for goods and services as specified in the Pricing Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Bidder of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price shall cover any fees a bidder may incur.
 - (b) Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Discounts offered by the Bidder will be taken, however, if payment is made within the discount period.
 - (c) Late charges cannot be assessed against Contracting Entity.
9. **LATE INVOICES:** If the purchase order indicates that the purchase is being made with City funds, all unpaid invoices pertaining to this Pricing Agreement/Contract must be recorded in the Finance Department, Accounts Payable Section, or in the Office of the City Clerk on or before September 30 for all debts incurred during the prior fiscal year (July 1 through June 30), or said invoice shall be void and forever barred. (See 62 Okla. Stat. 2010 § 310.4).
10. **DELIVERY:**
- (a) All bid prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the bid specifications) with all charges prepaid to the actual point of delivery.
 - (b) Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be rejected. A successful Bidder is required to keep the purchasing department advised at all times of the status of the order and delivery. All goods or services shall be delivered within thirty (30) days from the date of the award of the Pricing Agreement/Contract, unless specified otherwise.
11. **AWARD OF PRICING AGREEMENT/CONTRACTS:** The Contracting Entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.
12. **PERFORMANCE BONDS:** If required by the specifications, the successful Bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of Pricing Agreement/Contract.
13. **PATENTS:** The Bidder agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because of, or for the use of, patented or licensed appliances, products, or processes. The Bidder shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
14. **TERMINATION:**
- (a) The performance of services and/or the delivery of items under any Pricing Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.
 - (b) Any such termination will be effected by delivery to the Bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
 - (c) After receipt of a termination notice, the Bidder shall stop performance of services and/or accept no further orders under the Pricing Agreement/Contract.
15. **COMPLIANCE WITH APPLICABLE LAWS:** All Proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. §§ 2000d, -et seq.
16. **SELF-INSURED:** The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*
17. **RIGHT TO AUDIT:** The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Bidder relative to all aspects of the Pricing Agreements/Contracts awarded as a result of this bid to confirm Pricing Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Pricing Agreement/Contract. This right to audit only affects Pricing Agreement/Contract compliance as a result of this bid, and does not apply to Bidder records beyond the scope of the Pricing Agreement/Contract.
18. **REFERENCES:** The Contracting Entity has the right to request references from bidders.
19. **BID EVALUATION:** Bids will be evaluated based upon the lowest overall cost to the Contracting Entity and a bidder's responsiveness to the requirements of the specifications. The Contracting Entity retains the right to waive minor deficiencies of specifications, technicalities or informalities in a bid, provided that the best interest of the Contracting Entity would be served without prejudice to the rights of other bidders.

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OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 O.S. § 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked "Confidential". DO NOT label your entire Bid or Proposal as "Confidential" – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as "Confidential".
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. § 85 *et seq.*

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as "Confidential," you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as "Confidential", you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as "Confidential," you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

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BID SPECIFICATIONS

CUSTODIAL SERVICES FOR THE OKLAHOMA CITY MUNICIPAL COURT BUILDING

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BID SPECIFICATIONS
CUSTODIAL SERVICES FOR THE OKLAHOMA CITY MUNICIPAL COURT
BUILDING
Instructions to Bidders

INTENT: To secure a custodial services pricing agreement for the City of Oklahoma City at the Oklahoma City Municipal Court building managed by the Department of Court Administration. The successful Bidder shall supply all machinery, tools, supplies, products, and manpower to successfully fulfill the requirements of these specifications. The selected Bidder shall have the capacity and staff available to begin cleaning on the effective date of the contract after Council approval.

It is anticipated the pricing agreement(s) will be effective on July 1, 2023. The current agreements expire on June 30, 2023.

SCOPE OF PRICING AGREEMENT/CONTRACT: The Bidder shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

The Contracting Entity reserves the right to award this Pricing Agreement/Contract to a single Bidder or to multiple Bidders, whichever is deemed to be in best interest of the Contracting Entity. You may bid on some or all items. If you choose not to bid on one of the items respond by typing, "No Bid" in the "Note to Buyer" field of the Line Item in the Periscope system.

SUBSTITUTE OFFERS: If the bid specifications provide that the Contracting Entity is accepting substitute offers for a good or service, this option will be available for bidders in Periscope when completing the electronic bid packet. The Contracting Entity is under no obligation to accept a substitute offer.

CONTRACTING ENTITY: The term "Contracting Entity" as used throughout this Pricing Agreement/Contract shall mean The City of Oklahoma City and any participating Public Trust which chooses to avail itself of the goods or services from the resultant Pricing Agreement/Contract. Should a participating Public Trust, of which The City of Oklahoma City is Beneficiary, choose to avail itself of goods or services from the resultant Pricing Agreement(s)/Contract(s), the Bidder(s) will honor the terms and conditions, including price, of the Pricing Agreement(s)/Contract(s).

BIDDER: Upon award of this Pricing Agreement/Contract, the term "Bidder" shall mean the contracting party supplying the goods and/or services.

PRICING AGREEMENT/CONTRACT PERIOD: The Pricing Agreement/Contract shall be for one year with the option to renew for two additional one-year periods. The Pricing Agreement/Contract shall be in effect commencing on the date of award as approved by the Contracting Entity.

PRICING AGREEMENT/CONTRACT RENEWAL OPTION:

1. This Pricing Agreement/Contract is renewable for two additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the pricing

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agreement/contract, a written preliminary notice will be furnished to the Bidder prior to the expiration date of the Pricing Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)

2. Upon receipt of the Contracting Entity's preliminary notice, the Bidder shall, if desired, submit a written agreement to continue Pricing Agreement/Contract performance for an additional one-year period.
3. Should the Contracting Entity exercise this option for renewal, the Pricing Agreement/Contract as renewed shall be deemed to include this option provision except that the total duration of this Pricing Agreement/Contract, including any renewals, shall not exceed three years without approval of the Contracting Entity.
4. In all cases Pricing Agreement/Contract renewals must be approved by the Contracting Entity.

DELIVERY: Bidders shall specify their proposed delivery times for the requested goods and services in the Line-Item pricing area in the electronic bidding system. If a deadline is specified and no alternative is proposed, the Bidder will have agreed to meet the stated deadline.

INSPECTION AND ACCEPTANCE AT DESTINATION:

1. Final inspection and acceptance shall be at destination. Acceptance will occur after the goods or results of the services have been inspected and when determined by designated competent staff to have met the bid specifications. Delivery does not constitute acceptance.
2. Although source inspection by the Contracting Entity is not anticipated under this Pricing Agreement/Contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections when it deems to be appropriate.

F.O.B. DESTINATION:

1. The Bidder shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points designated in the bid specifications.
2. Inside delivery is required unless specifically and expressly stated in the bid specifications.

COMMERCIAL PACKAGING: Preservation, packaging, packing, and marking will be in accordance with Bidder's best commercial practice to provide adequate protection against shipping damage. Bidder is required to replace any goods damaged in shipping or delivery.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

1. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.

2. The Bidder agrees to furnish all quantities ordered by the Contracting Entity during the Pricing Agreement/Contract period.
3. The Contracting Entity agrees to place orders with the Bidder for all its requirements for those items shown in the price schedule, as awarded, except as follows:
 - a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
 - b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
 - c. Quantities of items where federal funds are involved, and other action is warranted for federal regulatory compliance purposes.
 - d. Quantities of items awarded under specific and separate pricing agreements/contracts.
 - e. Quantities of items which otherwise are determined to be outside the general scope and intent of this Pricing Agreement/Contract.
4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.
5. There is no obligation to purchase any items from this Pricing Agreement/Contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.
6. The Contracting Entity may request Bidder provide quantity discounts when making larger purchases. Quantity discounts will be requested from all Bidders when multiple Pricing Agreements/Contracts are awarded.

ORDER OF PRECEDENCE: In the event of an inconsistency between provisions of this Pricing Agreement/Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Pricing Agreement/Contract articles, (ii) Bid Specifications, (iii) Notice to Bidders, (iv) General Instructions and Requirements for Bidders, (v) other requirements provided by the Contracting Entity in the bid packet, then (vi) attachments, notes, and exceptions by Bidder.

PAYMENT METHODS: The ordering departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the Pricing Agreement/Contract period.

The Contracting Entity shall not be held liable for any damages sustained by any Bidder for delivery of goods or services awarded by Pricing Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any department of Contracting Entity without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

PAYMENT/INVOICE:

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to accountspayable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.

FOR ORDERS PLACED BY PURCHASING CARD: Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated. Contracting Entity employees are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price is expected to cover any fees a bidder may incur.

3. Invoices must contain the following information:
 - a. Bidder's name and address
 - b. Ship to address (department name)
 - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
 - d. Itemization of each item purchased to include:
 - i. description/stock number
 - ii. unit price
 - iii. quantity
 - iv. unit of issue (each, box, dozen, pound, etc.)
 - v. total price
 - e. Total amount of invoice
 - f. Date of delivery
4. Invoices should not reflect any outstanding backorders.

WARRANTY:

1. The Bidder warrants that at the time of delivery, all items furnished under this Pricing Agreement/Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Pricing Agreement/Contract. All Bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.

2. As to any item which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to:
 - a. Reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense
 - b. Require an equitable adjustment in the Pricing Agreement/Contract price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.
4. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

GENERAL PROVISIONS: The following documents are attached or by this reference incorporated as a part of this Pricing Agreement/Contract:

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Non-Collusion Affidavit
- c. General Instructions and Requirements for Bidders
- d. Specifications
- e. Oklahoma Open Records Act and Confidential Information

SAFETY DATA SHEETS: Any Bidder supplying goods or materials to the Contracting Entity that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- a. Submitted as part of the proposal document
- b. Submitted prior to Agreement/Contract award
- c. Submitted with the product invoice
- d. Submitted at the request of the Contracting Entity

In all instances, the Bidder shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to the Contracting Entity. The appropriate proposal number, Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found online at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division
420 W. Main Street, Suite 630
Oklahoma City, Oklahoma 73102
(405) 297-3891

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BID SPECIFICATIONS

Other Provisions

ADDENDA: It is the Bidder's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Bidder's bid will not be accepted if all addenda have not been acknowledged by the Bidder through the electronic bidding system. If you are set up for electronic notifications through the electronic bidding system, you should receive a notification by e-mail when addenda are issued.

BRAND NAMES/EXAMPLES: Any brand names are used for **comparative purposes only**. Slight variations from the measurements and sizes given that do not compromise the requirements of the bid specifications will be considered.

INDEMNITY REQUIREMENTS: The Bidder assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save Contracting Entity harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Bidder's operations and transportation of the Contracting Entity's equipment to and from repair site regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

INSURANCE REQUIREMENTS: The following insurance requirements are applicable and must be obtained prior to contract award if the bid submitted includes on-site installation, on-site maintenance services or other repair services to be performed on the Contracting Entity's property, or if insurance coverage is otherwise requested by the Contracting Entity.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:
The Bidder shall carry Worker's Compensation Insurance in amounts as prescribed by the laws of the State of Oklahoma.

GENERAL LIABILITY INSURANCE: The Bidder shall carry a general liability insurance policy to protect the Bidder and any the Contracting Entity as Additional Insured from claims for property damage and bodily injury including death, or other loss which may arise directly or indirectly from the activities, omissions, and operations of the Bidder under the Agreement, whether such activities, omissions, and operations be by the Bidder, its subcontractor, or by anyone employed by or acting for the benefit of the Bidder in conjunction with this Agreement. The general liability policy shall have, at a minimum, the following coverage amounts:

Property Damage Liability - Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.

All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.

General Aggregate Limit- In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single act, occurrence or accident.

AUTOMOBILE LIABILITY INSURANCE – The Bidder shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and equipment when said vehicles or equipment is utilized to meet the requirements of this contract.

The insurance policies required herein shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to Contracting Entity. Upon request, the Contracting Entity shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements. All policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims made” form, the Bidder shall also provide tail coverage that extends a minimum of two years from the expiration of the Pricing Agreement/Contract. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding \$25,000. Bidder or Bidder’s insurance company must provide Contracting Entity at least thirty (30) days’ prior written notice of any cancellation or material coverage change in their policies. **The Contracting Entity shall be listed as a Certificate Holder. This Pricing Agreement/Contract requires that Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured on the Bidder’s insurance policies, except Worker’s Compensation and Employer’s Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured. Any blanket additional insured endorsement which limits coverages to any Contracting Entity is not compliant with this Pricing Agreement/Contract and shall be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity’s additional insured status prior to contract award. The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.”**

Unless otherwise approved by the Contracting Entity prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Bidder’s self-insured retention.

UNDUE INFLUENCE: Upon advertising this solicitation, no officer, employee, agent, or representative of the Bidder shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e., Trust Officer, City Council member, City staff, etc.) either directly or indirectly through others in which the Bidder seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

Contacts by the Bidder with the Contracting Entity that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Bidder's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Bidder
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences
- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.

ESCALATION/DE-ESCALATION: Bidder may request a price increase or decrease if the Bidder shows satisfactory proof to the Contracting Entity that a price change is justified and beyond the scope of the Bidder's control. It is understood that any percentage or discount offered to the Contracting Entity will remain firm for the duration of the Pricing Agreement/Contract. However, within 10 days of any approved changes in the price list(s) bid, Bidder may furnish the Procurement Services Division three copies of the new price list(s). New price list(s) will be considered effective the date shown on the price list(s), or 10 days from the date price list(s) are received in the Procurement Services Division, whichever is later. The three copies of the changed price list/catalog may be mailed, e-mailed or hand delivered to:

The City of Oklahoma City
Procurement Services Division
Attn: Monica Hardesty, Senior Buyer
100 North Walker, 2nd Floor
Oklahoma City, OK 73102
Monica.Hardesty@okc.gov

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BID SPECIFICATIONS

Technical Provisions

INTENT: To secure a custodial services pricing agreement for the City of Oklahoma City at the Oklahoma City Municipal Court building managed by the Department of Court Administration. The successful Bidder shall supply all machinery, tools, supplies, products, and manpower to successfully fulfill the requirements of these specifications.

MANDATORY PRE-BID CONFERENCE: A **mandatory** pre-bid conference will be held on Thursday, April 20th, 2023, at 3 pm at the Oklahoma City Municipal Court Building Courtroom 6, 2nd floor, 701 Couch Drive, Oklahoma City, Oklahoma, 73102.

ADDITIONAL SERVICES WHEN REQUIRED: The Department of Court Administration may request other services be performed that are outside the standard services included in this pricing agreement. City staff may request documentation to verify the correct price is quoted.

QUALITY/TYPE OF WORK SUPERVISION: The Bidder shall provide a general supervisor who shall be responsible for the competent performance of all custodial work and who shall be satisfactory to the City. The general supervisor shall have at least two years of experience supervising cleaning crews made up of at least three members. The general supervisor shall respond to a phone call from the Department of Court Administration staff within 30 minutes and have the ability to have designated staff on site within two hours to rectify any deficiencies as requested by Department of Court Administration. The supervisor shall be separate from the on-site crew supervisor and the cleaning crew being supervised and shall not perform the cleaning duties specified under the pricing agreement/contract.

The Bidder shall also provide an on-site crew supervisor, who shall be separate from the general supervisor and the cleaning crew being supervised. The on-site crew supervisor shall have at least two years of experience supervising cleaning crews made up of at least three members. The on-site crew supervisor shall be based full-time in Oklahoma City and shall be on-site within one hour of a request by Department of Court Administration staff. The supervisor shall make sufficient daily routine inspections to verify the work is performed as specified but shall not perform any of the cleaning duties specified under this pricing agreement/contract. The supervisor shall promptly notify the City's designee by phone, of any fixtures, building equipment or materials that have become loose, out of order, or are in need of repair or replacement.

CUSTODIAL PERSONNEL: The Bidder shall replace the services of any employee whose conduct the City's designee feels is detrimental to the best interest of the City. The Bidder shall determine through the OSBI (see below) that its personnel do not have police records, which would prevent employment in positions of trust. All employees found to have questionable police records shall be suspended from work until such a time as a complete and thorough records search can be made to determine the suitability of said employee for continuance of his prescribed duties. Final determination shall rest with the City.

All custodial employees shall abide by all rules and regulations as set forth by the City. At all times custodial employees shall be dressed in clean, neat appearing garments. **The company shall provide each employee with a t-shirt, badge, or nametag with the company name or logo and**

the employee's name on it, to be worn at all times in plain sight when the personnel are on City property. Under no circumstances shall children, animals, or personnel not employed by the successful Bidder accompany the custodial personnel while performing this job. Smoking by custodial employees is not permitted on City property, buildings, and grounds.

The Bidder shall instruct its personnel that no gratuities shall be solicited or accepted for any reason whatsoever from tenants, customers, or other persons using the premises. Any employee that does not meet this dress and appearance guideline, or is under the influence of drugs or alcohol, shall be asked to leave the premises and not return. The Bidder shall notify the Department of Court Administration immediately of any changes in personnel assigned to each facility and follow background check procedures below.

BACKGROUND CHECK: Bidder(s) shall provide OSBI background checks for felony and misdemeanor convictions for all employees working unsupervised in City facilities after hours or on weekends. If any felony or misdemeanor convictions are present, the results of the OSBI check shall be provided to the Oklahoma City Personnel Department and Department of Court Administration for review and approval before the worker is accepted by the City. A copy of the OSBI check must be provided to the Department of Court Administration, Attn: Court Administrator, 701 Couch Drive, 73102.

COMPLIANCE WITH APPLICABLE LAWS AND CITY RULES: The Bidder covenants and agrees that he, his agents, employees, and any duly approved subcontractors will comply with all municipal, state and federal laws, rules, and regulations applicable to the business to be conducted under this Agreement, and that he shall, at his own expense, obtain all necessary permits, pay all license fees, and taxes to comply with all municipal, state and federal laws, rules and regulations applicable to business to be conducted under this contract. Further, the Bidder agrees that he, his agents, employees and any duly approved subcontractor's employees will abide by all rules and regulations as set forth by the City. **The Bidder and/or his employees shall be responsible for their own parking if it is not available at the facilities listed.**

Bid costs should include all supplies and materials, including hand soap, paper products and trash container liners required for proper maintenance of the buildings. Only Bidders who can comply with the following should submit bids:

PERFORMANCE BOND: Prior to pricing agreement/contract award, the CONTRACTOR agrees to furnish and maintain in effect during the initial or any renewal terms of this agreement a performance bond with good and sufficient securities acceptable to The City of Oklahoma City in connection with the performance of the work under this agreement. **The sum of such performance bond shall be equal to two months' charges under the resultant contract, furnished in an executed original and an electronic copy sent by e-mail.** Original and executed copies shall have a power-of-attorney attached showing authority of the executing agent. A standby letter of credit or a cashier's check may be substituted for a performance bond. The cashier's check will be held by the City Clerk's office for the duration of the contract. The expiration date on the check must not be before the end of the contract period. Bonding documents must be updated with each renewal. The Performance Bond will be based upon the standard or alternate pricing schedule that City staff anticipates will be utilized when the contract is awarded.

BID INSTRUCTIONS, PRE-REQUISITES AND SUBMISSIONS:

1. The Bidder shall have been in the cleaning business handling commercial or industrial accounts for at least three years prior to submission of its bid and shall have experience in cleaning multiple office (private or public) buildings for one year or more.
2. The Bidder shall furnish all equipment as required to successfully perform the cleaning per these specifications.
3. The Bidder shall have an adequate number of full-time employees on the payroll engaged directly in cleaning work as of the date of submission of its bid and if awarded the contract, the Bidder shall maintain such minimum number of employees throughout the term of the contract, as necessary to satisfactorily perform the duties and obligations of said contract. **In the event an assigned employee does not show up at the service location the Bidder will send a substitute employee to complete the services for that day.** Subcontractors or franchise participants shall not be used or counted toward the full-time employees unless the bidder shall have received prior written approval from the City Manager or his designee for the use of the subcontractors or franchise participants. The granting of such written approval shall rest in the sole discretion of the City Manager or his designee, and if given, shall be subject to revocation without cause upon 10 days written notice being given to the Bidder. Failure of the Bidder to comply with this subsection shall constitute cause for termination of the contract. Approved subcontractors shall be required to submit the same insurance certificate required of the Bidder. It is the Bidder's responsibility to notify subcontractors of The City's insurance requirements and obtain and submit the insurance certificate to the City of Oklahoma City prior to any services being provided. It is the Bidder's responsibility to ensure subcontractors abide by all terms and conditions of this agreement.
4. The work as specified under this contract is to be completed as designated below by the Department of Court Administration under **LOCATION TO BE SERVICED**. Work to be completed on City-observed holidays and weekends must be approved by the Department of Court Administration in advance. If the scheduled day to clean is a City-observed holiday, then the business day immediately before the holiday shall be used to service the building in place of the normal cleaning day. For example, if the scheduled cleaning days are Tuesday and Friday, and Friday is a City-observed holiday, cleaning shall be done on Thursday of that week.
5. **The Contracting Entity must be notified immediately by phone call, of any fixtures, building equipment or materials that have become loose, out of order or in need of repair or replacement. Custodial personnel will not be required to repair any building items.**
6. The Bidder must include, along with its bid, a submission of the anticipated number of staff/hours/day and the anticipated workforce required to carry out the specified work. This can be uploaded as an attachment. The City of Oklahoma City may reject a bid, unless the Bidder has demonstrated to the satisfaction of the City, that the anticipated workforce proposed in the attachment can successfully carry out the services as outlined in these specifications.
7. The Bidder shall include in its bid, a submission listing at least four references from similar size and type of contracts. This will be submitted by completing the technical questionnaire.

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LOCATION TO BE SERVICED:

Oklahoma City Municipal Court, 701 Couch Drive, Oklahoma City, Oklahoma, 73102, 70,602 square feet, 90 employees plus an average of 600 daily visitors (See **MINIMUM SERVICE REQUIREMENTS** below). The facility will be cleaned 5 days per week, Monday – Friday (except City-observed holidays), beginning promptly at 7:00AM until 5:00PM.

This building is at full capacity. However, City offices are sometimes renovated, moved or reallocated for office space. In these cases, departments will be moved in stages and existing office space will be remodeled. There will be vacant office space in various areas at different times.

When office space is vacant or being renovated, the City will contact the Bidder as custodial services may not be required. In addition, on occasion, building space may be reallocated which would create the need for additional custodial services. The payment for cleaning the facilities that are affected will be calculated as followed:

Square footage that still needs to be cleaned and is not vacant or being renovated

÷ Square footage included in contract as awarded

x Monthly payment included in contract as awarded

= Monthly payment for custodial services during renovation

PERFORMANCE: All performance shall be subject to inspection and approval by the City's designee. In terms of standard of excellence, 100% excellence in the work performed and compliance shall be the goal. The City reserves the right to recover the actual cost for damages caused through the inattention, omissions, or negligence of the Bidder's employees or subcontractors. **CONTRACT NON-COMPLIANCE ISSUES WILL BE ENFORCED.**

The Bidder, or their representative, and the Procurement Services Buyer of record will receive from the City designee an email notification of any infractions by the next scheduled workday. A copy of this infraction notification will be kept on file for the purpose of determining Bidder performance. Should unresolved instances of infractions of the contract become excessive, the Bidder's non-compliance with the terms of this contract may result in the cancellation of the contract.

The City reserves the right to recover the actual cost for damages caused through inattention, omissions, or negligence of the Bidder's employees.

Floors, walls, bright work, fixtures, etc.; either not cleaned or not cleaned in a satisfactory manner, (i.e. streaked, smudged, missed spots, etc.) shall be considered not cleaned and reported as a non-compliance issue for the purposes of documentation of Bidder performance.

Bidder or their representative will receive from the City written notification of any infractions the next business day or as soon as practical. A copy of this infraction notification will be kept on file for the purpose of determining poor Bidder performance. Documentation of poor Bidder performance or violation of contract procedures, in excess of three occurrences per month for any two months (not necessarily consecutive), shall be considered excessive non-compliance with the terms of this contract and may result in the cancellation of this contract.

STORAGE OF SUPPLIES AND EQUIPMENT: Storage areas are provided at each location for stock items, cleaning supplies, mop bucket and trash can. Mops will be wrung dry and mop buckets will be stored empty to ensure no odors are emitted. Mops shall be replaced as needed. Bidder shall have on hand a sufficient supply of cleaning supplies in order for their employee to clean properly and a sufficient supply of toilet tissue and paper towels to refill dispensers.

MINIMUM SERVICE REQUIREMENTS: This section includes the minimum service requirements that must be met by this contract/pricing agreement.

SERVICES TO INCLUDE ALL OFFICE AREAS, BREAKROOMS, GRAND STAIRCASE, ELEVATORS, PUBLIC SPACES, ENTRANCE AREAS, BUILDING EXTERIOR, AND EXECUTIVE PARKING LOT:

A. DAILY

General

- Vacuum all carpeted areas daily. Court Services and Enforcement Services areas must be completed before 8:00 a.m. Vacuuming in Financial Services must be completed before 7:30 a.m.
- Spot treat carpet stains.
- Dust mop all resilient and composition floors with treated dust mops. Damp mop to remove spills and water stains as required. Immediately dry mop over wet mopped areas to remove all water.
- Empty all waste-paper baskets, replace plastic liners (clear translucent) and wipe clean other trash containers.
- Sweep all stairwells (public and employee stairwells) and mop as needed. Dry mop immediately following wet mopping to remove all water.
- Remove all trash and recyclable materials from the floors to the designated trash and recycle areas.
- Spot clean all glass throughout the building, including stairwell glass, balcony glass, office windows, glass in public areas, door glass (throughout the building), docket counter, finance counter, etc.
- Wipe/clean marble benches in public areas daily or more frequently if needed.
- Clean the glass and stainless-steel handrails on the grand staircase daily. Spot clean as often as needed to keep free of fingerprints, smudges, dust, and debris.

Breakrooms

- Clean/sanitize the breakroom sinks, tables and countertops, daily.
- Clean/sanitize refrigerator handles.
- Clean and wipe coffee bar counter tops located on all floors.
- Mop all floors daily.

Courtrooms

- Clean courtroom countertops where judge, court clerk, and the court reporter sit; daily.

Doors and Windows

- Spot clean all door and window hardware and frames; daily.
- Clean, sanitize all door hardware (doorknobs, door pulls, push plates, etc.) daily.

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- Clean entrance and exit doors and glass daily.
- Clean courtroom doors windows daily.
- Clean door saddles of debris; daily
- Clean customer service windows and docket counter glass daily

Drinking Fountains

- Clean, sanitize and polish drinking fountains.

Elevators

- Vacuum and mop all elevators and elevator door tracks. Dry mop immediately following wet mopping to remove all water.
- Clean/sanitize elevator button panels (interior and exterior) and interior elevator handrails.
- Spot clean marble on walls, around elevators, and at docket counter and finance counter daily or more frequently if needed.

Restrooms

- Restock restrooms, including paper towels, toilet tissue, seat covers, and hand soap, as required. Care will be exercised to ensure that paper towels and toilet paper are loaded correctly so that they will be properly dispensed. If restocking is not completed as required, the vendor shall be responsible for restocking during business hours.
- Wash and sanitize all toilets, toilet seats, urinals, showers and sinks with non-scratch disinfectant cleaner appropriate for material being cleaned. Wipe dry all sinks. Clean and sanitize paper towel dispensers and hand dryers.
- Remove stains, descale toilets, urinals and sinks as required.
- Mop all restroom floors with disinfectant germicidal solution appropriate for the type of floor material. Dry mop immediately following wet mopping to remove all water.
- Empty all waste and sanitary napkin and tampon receptacles daily and/or as often as needed.
- Replace plastic liners in waste receptacles as required.
- Remove all restroom trash from building.
- Spot clean fingerprints, marks, and partitions.
- Clean/sanitize mirrors.

NOTE: Public restrooms on the second floor will require cleaning twice a day. Public restrooms on the first floor will require cleaning every two hours.

Building Exterior and Executive Parking Lot

- Empty trash receptacles and replace liners around the exterior of the entire building daily.
- Pick up cigarette butts around the exterior of the building and discard in the trash receptacle.
- Trash pick up around the exterior of the entire building including the executive parking lot on site.
- Remove leaves, trash and debris from executive parking lot stairs, ramp and patio.

B. WEEKLY:

General

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- Dust all low reach areas including furniture, structure, baseboards, sills doors, paneling; weekly. (Papers and folders on desks are not to be moved.)

Breakrooms

- Wipe countertops where counter tops where counter areas are free of appliances and clutter; weekly.

Floors

- Buff all terrazzo floors weekly.

C. MONTHLY:

General

- Dust high reach areas including tops of door frames, structure, HVAC registers, schedule to be provided, tops of partitions and shelving, wall frames, light fixtures; monthly.
- Vacuum upholstered furniture; monthly.

Breakrooms

- Clean the breakroom ovens monthly.

D. SEMIANNUAL:

General

- Polish wood paneling in all areas of the building (courtrooms and offices), every six months.

Courtrooms

- Polish wood pews in all courtrooms every six months, taking care to not leave residue that will damage people's clothing and scheduling so as not to interfere with court.

E. ALTERNATE CLEAN ITEMS AS SCHEDULED BETWEEN CONTRACTED VENDOR AND DEPARTMENT OF COURT ADMINISTRATION:

- **Floor Reconditioning** - Shower-scrub or otherwise reconditioning, including stripping and re-waxing as required, all resilient or composition flooring to provide a level of appearance equivalent to a completely refinished floor. Contractor should recommend methods and frequencies for cost savings.
- **Carpet Cleaning** - All carpets shall be thoroughly vacuumed and shampooed with an extraction type shampooer. Chemical and soap cleaners may be not used. Scrubber type equipment will not be acceptable. Process should effectively remove stains, dirt, abrasive particles, and microorganisms. The moisture, which is used to clean, must be removed. Shampooing shall be accomplished at a time to allow for drying prior to next workday. Drying time should be a minimum of seven hours. Carpet must be cleaned between the hours of 6 p.m. and 10 p.m., Monday through Friday, or on Saturday between the hours of 8:00 a.m. and 5:00 p.m. to minimize the disruption to Court Operations. Carpet cleaning is to be completed at least every 6 months.
- **Window/Glass Cleaning Services Quality of Work**-Windows shall be washed clean and free of streaks, smears, and visible soap residue. Accumulated dirt, paint specks, or other foreign debris must be scraped from windows. Frames shall be

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scrubbed to remove all dried dirt, insects, debris, and other materials so as to be considered clean by City designee. Windowsills shall be washed clean, and all drippings wiped dry. Window/glass cleaning throughout the building will be done at least every six months. Should the vendor require a subcontractor to perform specified duties, prior approval from Contracting Entity will be required and a current certificate of insurance listing the City of Oklahoma City as additional insured, will be required from the subcontractor.

F. MATERIALS AND SUPPLIES:

The contractor shall furnish all materials and supplies necessary to properly perform under this Agreement. When applicable, materials must carry a U.L. label, the approval of the Terrazzo Institute of America for materials used on terrazzo floors; and the approval of the manufacturer of the resilient tile for materials used on resilient tile floors. No materials shall be used which will damage floors, floor coverings, woodwork, painted services, furniture or other items being cleaned. A list of all materials to be used shall be submitted to the City's designee for prior approval and the City shall have the privilege of accepting or rejecting any product or materials used by the Contractor. Vendors are highly encouraged to use green cleaning products with a microfiber cleaning system.

G. THE CITY'S SUSTAINABLE PURCHASING POLICY:

The City of Oklahoma City has adopted a Sustainable Purchasing Policy to purchase products that are less toxic, wasteful, and costly to dispose of; products that conserve energy, water, and other natural resources; and products that last longer. The City's policy includes cleaning and janitorial services in our buildings. The following characteristics compared to alternative products intended to perform similar function, to some verifiable extent, will receive favorable consideration, assuming the procedures and products meet quality and efficiency requirements.

1. Minimizes skin, eye, and respiratory irritation.
 2. Exhibits partial or completed biodegradability.
 3. Avoids unnecessary additives, including dyes and fragrances.
 4. Is packaged in recyclable or reusable containers, reducing the use of non-recyclable packaging materials to minimize the City's contribution to pollution and solid waste.
 5. Meets or exceeds industry-accepted, relevant standards in whole or in part (e.g. U.S. Environmental Protection Agency's (EPA) Design for the Environment program, Energy Star, Forestry Stewardship Council (FSC-US), Green Seal, and EcoLogo)
- Building cleanliness is not solely evaluated on appearance; instead, and equal emphasis will be placed on the environmental sustainability of cleaning operations and overall building health. The Municipal Court Building at 701 Couch Drive is a certified WELL Health Safety Rating compliant building. To maintain that certification, custodial vendors are required to use cleaning products with carry an "ISP 14024-compliant (Type 1) Ecolabel. Bidders must address the specifics of

their green cleaning program as an uploaded attachment and include their list of furnished equipment, supplies, and cleaning materials as listed on one of the following websites:

<https://greenseal.org/splash/>
<https://www.rainforest-alliance.org/>
<https://www.carpet-rug.org>
<http://greencleaningproductsllc.com/commercial-green-clean>
www.letsogogreen.biz
www.chps.net/database
www.sustainablesupply.com

H. CLEANING PROCESS AND PROCEDURE:

The Bidder shall include in their bid the process and procedure their staff will use in each of the following areas. Bidder is required to use WELL Health Safety Rating compliant products. This is also where the Bidder may address their own green initiatives and procedures as those apply to each of these areas. Bidders are required to address the specifics of their cleaning process and procedures as an uploaded attachment.

1. Floor Vacuuming.
2. Mopping
3. Wood Surfaces
4. Granite, Terrazzo, Marble, and other solid services
5. Wood and/or painted and textured wainscoting
6. Spray Buffing
7. Floor Stripping and Waxing
8. Commodes
9. Urinals
10. Wash Bowls
11. Drinking Fountains
12. Toilet Room Cleaning
13. Care of Dispensers
14. Toilet Paper (toilet paper must be 2-ply) and paper towels
15. Trash Removal
16. Recyclable Material Removal
17. Training, (both contractor staff and building occupants)
18. Carpet Spot Cleaning and Stain Removal-Complete spotting kits supplied by carpet manufacturers are preferred. Vendor must pay for replacement of carpet ruined due to the negligence of their employees or the use of improper (not manufacturer's recommended) cleaning/spotting products.

A work schedule must be provided to Gayleen Keeton (405) 297-2673 or email Gayleen.Keeton@okc.gov prior to start date.

I. ATTACHMENTS

A. FINISHES: Includes types of finishes

B. FLOOR PLAN: including map, material legend, finishes, and notes.

Technical questions are to be addressed through the electronic bidding system and the Buyer will respond electronically and issue addenda, if necessary.

Pricing must be submitted through the Line Item area of the electronic bidding system.

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LETTER OF AUTHORIZATION

**THIS LETTER OF AUTHORIZATION MUST BE COMPLETED AND SIGNED IF THE
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT
WAS NOT SIGNED BY THE OWNER, A GENERAL PARTNER, OR AN OFFICER OF THE
CORPORATION**

**THIS DOCUMENT CAN BE UPLOADED ELECTRONICALLY AS AN ATTACHMENT
TO ONE OF THE LINES ITEMS ON THE ELECTRONIC BID**

City of Oklahoma City or related Public Trust:

This letter authorizes _____ to sign the
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and
all forms related to on behalf of _____.
Company Name

Sincerely,

Signature of Authorized Agent

Print Title

Date

Print Name

Email Address: _____

Title: (must be checked)

- | | |
|--------------------------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Owner | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Chief Executive Officer [CEO] | <input type="checkbox"/> Corporate Secretary |
| <input type="checkbox"/> Chairman or Chairwoman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President | |

**BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS
DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE
ELECTRONIC BID SYSTEM**

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The City of Oklahoma City and its Trusts

Attachment A TYPES OF FINISHES

1. 21" x 21" PORCELAIN TILE
2. 6" X 24" WOODGRAIN PORCELAIN TILE
3. WOODGRAIN VINYL PLANK FLOORING
4. MODULAR CARPET
5. WALK OFF MODULAR CARPET
6. RUBBER IMPACT TILE
7. EXPOXY FLOORING WITH CHIPS
8. HOMOGENEOUS SHEET VINYL
9. SEALED CONCRETE
10. RUBBER TILE
11. RUBBER TREADS AND RISERS
12. PORCELAIN TILE BASE
13. HARDWOOD BASE
14. RUBBER BASE
15. (32) 6' NATURAL STONE BASE
16. PAINTED GYPSUM WALLBOARD
17. PAINTED (HIGH WEAR) GYPSUM WALLBOARD
18. (25) PAINTED (HIGH WEAR) FULL HEIGHT MEDIUM DENSITY FIBERBOARD PANEL
19. HARDWOOD WAINSCOT TO 3'-0" WITH A HARDWOOD CAP
20. HARDWOOD WAINSCOT TO 5'-0" WITH A HARDWOOD CAP
21. FULL HEIGHT HARDWOOD PANEL
22. (28) FULL HEIGHT NATURAL STONE PANEL
23. 12" X 24" PORCELAIN TILE WITH GLASS AND NATURAL STONE BORDER
24. 2'-0" X 2'-0" ACOUSTICAL LAY IN PANELS
25. (30) METAL PAN CEILING
26. (31) DRY FALL PAINT ON STEEL STRUCTURE
27. HARDWOOD CEILING AND FASCIA
28. TEMPERED LAMINATED SAFETY GLASS
29. GRANITE TREADS AND RISERS WITH ABRASIVE STRIP
30. CALCIUM SILICATE MASONRY UNITS (CSMU)

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OKLAHOMA CITY
MUNICIPAL
COURTS
BUILDING

701 COUCH DRIVE
OKLAHOMA CITY,
OK 73102

FINAL PLANS

Revisions

Drawn By:	JT
Checked By:	JD
Reviewed By:	JD

FIRST FLOOR
DIMENSION PLAN

ADG Project:	12500
Client:	COURTS
Sheet No.:	MARCH 16, 2014

A2.4

ATTACHMENT B

1 FIRST FLOOR DIMENSION PLAN

- DIMENSION NOTES**
1. DIMENSIONS ARE GIVEN TO THE CENTERLINE OF WALLS UNLESS OTHERWISE NOTED.
 2. DIMENSIONS ARE GIVEN TO THE FACE OF CURB OR CENTERLINE OF DRIVEWAY UNLESS OTHERWISE NOTED.
 3. DIMENSIONS ARE GIVEN TO THE FACE OF STRUCTURE UNLESS OTHERWISE NOTED.
 4. DIMENSIONS ARE GIVEN TO THE FACE OF CURB OR CENTERLINE OF DRIVEWAY UNLESS OTHERWISE NOTED.
 5. DIMENSIONS ARE GIVEN TO THE FACE OF CURB OR CENTERLINE OF DRIVEWAY UNLESS OTHERWISE NOTED.
 6. DIMENSIONS ARE GIVEN TO THE FACE OF CURB OR CENTERLINE OF DRIVEWAY UNLESS OTHERWISE NOTED.
 7. DIMENSIONS ARE GIVEN TO THE FACE OF CURB OR CENTERLINE OF DRIVEWAY UNLESS OTHERWISE NOTED.
 8. DIMENSIONS ARE GIVEN TO THE FACE OF CURB OR CENTERLINE OF DRIVEWAY UNLESS OTHERWISE NOTED.
 9. DIMENSIONS ARE GIVEN TO THE FACE OF CURB OR CENTERLINE OF DRIVEWAY UNLESS OTHERWISE NOTED.
 10. DIMENSIONS ARE GIVEN TO THE FACE OF CURB OR CENTERLINE OF DRIVEWAY UNLESS OTHERWISE NOTED.

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QUESTIONNAIRE

Bidder must complete the entire questionnaire and explain any no response in the comment section below each line item.

Vendor is to indicate compliance in the appropriate box. Explain all "NO" responses.

1. GENERAL COMPLIANCE	Compliance
1. I understand the selected vendor should have the capacity to begin cleaning immediately following Council Approval.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. I understand the liability insurance and performance bond as outlined in the specifications will be required within 10 business days of award recommendation notification from Procurement staff. These items must comply with the requirements in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. The bidder shall have been in the cleaning business handling commercial or industrial accounts for at least three years prior to submission of its bid and shall have experience in cleaning one medium to large (40,000 sq. ft. or more) office (private or public) building for one year or more. This requirement must be for a single building, not a complex of buildings.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. The bidder shall furnish all equipment as required to successfully perform the cleaning per these specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. The bidder shall have an adequate number of employees on the payroll engaged directly in cleaning work as of the date of the submission of its bid and if awarded the contract, the vendor shall maintain such minimum numbers of employees throughout the term of the contract, as necessary to satisfactorily perform the duties and obligations of said contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. The Municipal Court Building at 701 Couch Drive is a certified WELL Health Safety Rating compliant building. To maintain that certification, custodial vendors are required to use cleaning products which carry an "ISP 14024-compliant (Type 1) Ecolabel.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. The Bidder and/or their employees shall be responsible for their own parking.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Provide the average retention of employees:	
9. Provide the current number of employees:	
Any "NO" responses must be explained: <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	

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(Internal use only)

PeopleSoft Vendor ID: _____ Entered by: ____

Helpdesk Ticket #: _____ Date: _____

The Bidder's Name that is entered on the Bid/Pricing Agreement/Contract Form & Non-Discrimination Form should match the Business Name on the Vendor Registration Form

VENDOR REGISTRATION FORM

If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).

Select One:

- ☐ **NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.
- ☐ **NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety.
- ☐ **UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both MUST be filled out in their entirety.

SDBE Program: Please select all applicable vendor characteristics:

- ☐ Disadvantaged Business Enterprise DUNS Number (if any) _____
- ☐ Small Business - as defined by the U.S. Small Business Administration
- ☐ Women-Owned Business - % Women-Owned / Controlled _____ %
- ☐ Minority-Owned Business - % Minority-Owned / Controlled _____ % Ethnicity(ies) _____

If you checked any of the above boxes, please provide a brief description of your business:

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities? ☐

Mailing Addresses:

PURCHASE ORDERS

BUSINESS NAME

ADDRESS 1

PAYMENT REMITTANCE

BUSINESS NAME

ADDRESS 1

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ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

Do you wish to receive payments by electronic funds transfer?

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See **62 O.S. § 310.9**.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts. See 11 O.S. §8-113.

TYPE NAME OF PERSON AUTHORIZED TO SIGN

TITLE

**BIDDER MUST ELECTRONICALLY COMPLETE AND SIGN THIS DOCUMENT PRIOR TO SUBMITTING
INTO THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal
and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

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**CONTRACTOR/VENDOR BACKGROUND CHECKS
FOR ACCESS TO OR WORK IN CITY AND TRUST BUILDINGS AND STRUCTURES**

The City has established a policy to better secure City and/or Trust owned or operated buildings and structures by requiring background and fingerprint checks of Non-City employees as a condition precedent to entering City and/or Trust buildings and structures. **Contractor/vendor employees and agents who will be required to enter City and Trust buildings and structures to perform a City or Trust Contract will be required to obtain and provide an Oklahoma State Bureau of Investigation background and fingerprint check to the General Service Director or designee before such Contractor/Vendor employee or agent will be permitted to enter City and/or Trust buildings and structures unescorted, at their cost.**

The General Services Director will establish and maintain a list of Non-City employees authorized to enter City and/or Trust buildings and structures. Background and fingerprint records will be maintained by the General Services Department in a secure location within the City's internal network. Said records will be destroyed within sixty days of: 1) final acceptance by the City Council in the case of construction projects, 2) termination or expiration of a procurement pricing agreement, 3) termination or expiration of an engineering, architectural or planner agreement, or 4) termination or expiration of a professional services agreement, unless the Contractor/Vendor has another contractor or agreement. The City reserves the right and authorizes the General Services Director or designee to request and require any such background check be updated and resubmitted. In addition, the Contractor/Vendor acknowledges and agrees that Contractor/Vendor employees and agents will be asked to verify their identity with a government issued picture identification (Driver's License, Passport, Oklahoma issued Identification Card) from the employee or agent's state of residence to enter City and/or Trust owned or operated buildings and structures.

Arrest and/or conviction records may disqualify Contractor/Vendor employees or agents from access or for work in City or Trust buildings and structures.

In addition to the Sex Offenders Registration Act (57 O.S. Section 581 *et seq.*) and the Mary Rippey Violent Crime Offenders Registration Act (57 O.S. Section 591 *et seq.*), the following criteria will be used when reviewing Contractor/Vendor employee or agent requests for building access:

- (a) Any unpardoned felony conviction or plea of nolo contendere may be disqualifying, depending on the nature of the conviction and the relation to the scope of the contract or price agreement, except under the following circumstances:
1. Access to City or Trust buildings and structures is contingent upon successful completion of two (2) years of a deferred or suspended sentence (if the sentence exceeds two (2) years), otherwise, after successfully serving the complete sentence. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom the individual has worked within the last two years. Situations where the applicant is unable to provide a written reference from an employer with whom the individual has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.
 2. Applicants convicted of a felony and ordered to serve time with the Department of Corrections may be eligible for access, depending on the nature of the conviction and the position sought, two (2) years from the date of parole. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom he or she has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.

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- (b) Any unpardoned conviction(s) involving the following offenses may be disqualifying: moral turpitude; non-consensual sex acts; distribution or trafficking of controlled dangerous substances; assault and battery with a dangerous weapon, or any offense involving a minor as a victim.
- (c) Any applicant who has been convicted of a felony, is a current defendant of a Victim Protection Order (VPO) or has been convicted of a misdemeanor crime of Domestic Violence, will not be considered for facility access. Misdemeanor convictions and traffic violations will be evaluated on an individual basis and may be disqualifying.
- (d) Any applicant with a pending felony or misdemeanor charge (other than minor traffic violations) will be ineligible for access, until a final disposition of the charge is made.
- (e) Any conviction that has been pardoned or expunged cannot be considered in a facility access decision.

If it is determined that information obtained through the applicant's OSBI criminal records check makes the applicant unsuitable for access to City or Trust buildings or structures, the General Services Department will notify the applicant immediately and provide a copy of any criminal record information.

- (a) The applicant will be given seven (7) business days to provide information that negates the validity and relevance of the criminal record. If the information obtained through the criminal records check cannot be invalidated by the applicant, the applicant will be denied facility access.
- (b) In determining an applicant's suitability for facility access, the General Services Department will consider information including, but not limited to the following:
 - 1. Relevance of the crime to the proposed work to be performed.
 - 2. Nature of the work to be performed;
 - 3. Recency of the conviction;
 - 4. Sensitivity of and potential risk to accessible information, systems, or equipment; and
 - 5. Potential risk or threat to City employees.

Upon approval of a contract or agreement by the City Council/Trust, the successful Contractor(s)/Vendor(s) will be required to submit to the General Services Department the following completed documents for **each** employee requiring access to City or Trust buildings and structures to fulfill the terms of the contract or agreement.

- 1. Non-Employee Building Access Request Form – available upon request at (405) 297-2123
- 2. OSBI Criminal History Information Request Portal Response – available at <http://www.ok.gov/osbi/CriminalHistory/CHIRP>

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Question and Answers for Bid #24606 - Custodial Services for the Oklahoma City Municipal Court Building

Overall Bid Questions

Question 1

On the bid packet there's an affidavit that is needing an electronic notary. Do you have a recommendation for this? We normally have our documents notarized at our financial institution. (Submitted: Apr 13, 2023 11:21:18 AM CDT)

Answer

- You may download the document, have it notarized, and then upload the document into Periscope. (Answered: Apr 13, 2023 5:13:55 PM CDT)

Question 2

Is there a minimum staff requirement? (Submitted: Apr 25, 2023 2:42:01 PM CDT)

Answer

- Please review to the section labeled QUALITY/TYPE OF WORK SUPERVISION on page 13 of the bid specifications for the answer to this question. If you require further clarification, please submit another question. (Answered: Apr 25, 2023 3:07:25 PM CDT)

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