

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

25TH day of MARCH, 2025.

ATTEST:

Amy K Simpson
CITY CLERK



David Holt
MAYOR

Reviewed for form and legality.

Baile Richards
ASSISTANT MUNICIPAL COUNSELOR

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Supplier: **ESMA Janitorial Services LLC**

**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 **ESMA Janitorial Services LLC**.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 N/A% N/A 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 do so, 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.

Liliana Zavala

Type Name of Authorized Agent

Owner

Title of Authorized Agent

ESMA Janitorial Services LLC.1516 NW 32nd Street 73118

Oklahoma City Oklahoma

Company Name and Address

Zip Code

405-812-2625

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

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NON-COLLUSION AFFIDAVIT

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 ← ←

Liliana Zavala Owner
Type Name of Authorized Agent/Representative Title

[Signature]
Signature

ESMA JANITORIAL SERVICES
Company Name

1516 N.W. 32nd St OKC, OK. 73118
Address Zip Code

405.812.2625
Telephone Number

TO BE COMPLETED BY THE NOTARY:

State of * Oklahoma

County of * Oklahoma

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

SS.



Signed and sworn to before me on this 3rd day of February 2025 by Liliana Zavala
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: #23013858
(Oklahoma)

Cierra Orman
Type Name of Notary Public

My Commission Expires: October 16th 2027
[Date/Year]

[Signature]
Signature of Notary Public

[49 Okla. Stat. 2011 §119]

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Supplier: ESMA Janitorial Services LLC

NON-COLLUSION AFFIDAVIT

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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 ← ←

Liliana Zavala	Owner
Type Name of Authorized Agent/Representative	Title
ESMA Janitorial Services LLC	
Company Name	
2233 North Keeton Avenue	73008
Address	Zip Code
405-812-2625	
Telephone Number and Fax Number, if any	

TO BE COMPLETED BY THE NOTARY:

State of *)
Oklahoma) SSS
County of *)
Oklahoma City	

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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	19 day of	May,	2023	by Jennifer M Prince
	[Day]	[Month]	[Year]	[Print the name of the agent/representative who signed above.]

My Commission Number:	20011371 [Oklahoma]	Jennifer M Prince Type Name of Notary Public
My Commission Expires:	09/2024 [Date/Year]	

[49 Okla. Stat. 2011 §119]

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2025

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 Aarvin Insurance Services, LLC 4625 S Western Ave OKLAHOMA CITY OK 73109		CONTACT NAME: Jose Orquiz PHONE (A/C, No, Ext): (405) 759-0884 E-MAIL ADDRESS: jorquiz@aarvinins.com		FAX (A/C, No):
INSURED Esma janitorial services llc 1516 NW 32nd St Oklahoma City OK 73122		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Clear Spring Property and Casualty Company		15563
		INSURER B: PROGRESSIVE NORTHERN INS CO		38628
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		CB004361500	08/06/2024	08/06/2025	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			991202549	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BID26400

Additional insured(s) on the listed policies as required by contract. (The City of Oklahoma City and its participating Trusts).

CERTIFICATE HOLDER City of Oklahoma City and its Trusts 100 N. Walker, Suite 200 Oklahoma City, OK 73102	CANCELLATION 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 <i>Jose Orquiz</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/18/2025

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 OAlA Service Corporation dba Eagle Agency P O Box 13490 Oklahoma City OK 73113-	CONTACT NAME: Jeanette Madrid PHONE (A/C, No, Ext): (405)840-4426 E-MAIL ADDRESS:	FAX (A/C, No): () -
	INSURER(S) AFFORDING COVERAGE	
INSURED Esma Janitorial Services LLC 1516 NW 32nd St Oklahoma City OK 73122-	INSURER A: CompSource Mutual Insurance Company NAIC # 36188	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input 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 <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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/A	03581786 24 1	08/07/2024	08/07/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BID26400

CERTIFICATE HOLDER **CANCELLATION** AI 001944

City of Oklahoma City and Its Trust 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 <i>Jeanette Madrid</i>
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ESMA Janitorial Services LLC

Bid Contact **Liliana Zavala**
estradaliliana04@gmail.com
Ph 405-812-2625

Address **2233 N Keeton Ave**
Bethany, OK 73008

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
26400--01-01	Police Headquarters Building: Custodial services at 700 Colcord Drive, Oklahoma City OK 73102. 88,625 sq. ft	Supplier Product Code:	First Offer - \$7,200.00	1 / month	\$7,200.00 Y
26400--01-02	Police Headquarters Building: Floor Reconditioning when requested	Supplier Product Code: Supplier Notes: Price provided is for entire building. \$250.00 min	First Offer - \$7,000.00	1 / each	\$7,000.00 Y
26400--01-03	Police Headquarters Building: Carpet Cleaning when requested	Supplier Product Code: Supplier Notes: Price provided is for entire building. \$250.00 min	First Offer - \$7,000.00	1 / each	\$7,000.00 Y

Lot Total **\$21,200.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
26400--02-01	Public Safety Communications Center: Custodial services at 715 Robert S Kerr, Oklahoma City OK 73102. 26,000 sq. ft	Supplier Product Code:	First Offer - \$4,800.00	1 / month	\$4,800.00 Y
26400--02-02	Public Safety Communications Center: Floor Reconditioning when requested	Supplier Product Code:	First Offer - \$4,800.00	1 / each	\$4,800.00 Y
26400--02-03	Public Safety Communications Center: Carpet Cleaning when requested	Supplier Product Code:	First Offer - \$4,000.00	1 / each	\$4,000.00 Y

Lot Total **\$13,600.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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26400--03-01	Additional Services when required: Site Supervisor for Additional Services when required	Supplier Product Code:	First Offer - \$25.00	1 / hour	\$25.00	Y	
26400--03-02	Additional Services when required: Custodial Worker for Additional Services when required	Supplier Product Code:	First Offer - \$20.00	1 / hour	\$20.00	Y	
26400--03-03	Additional Services when required: Markup for supplies for additional supplies	Supplier Product Code:	First Offer - 10.00%	1 / percentage	10.00%	Y	Y

Item #	Line Item	Notes	Unit Price	Qty/Unit	Lot Total	Attch.	Docs
					\$45.00		
26400--04-01	Attachments: Green Initiative	Supplier Product Code:	First Offer -	1 / each		Y	Y
26400--04-02	Attachments: Cleaning Process	Supplier Product Code:	First Offer -	1 / each		Y	Y
26400--04-03	Attachments: Anticipated workforce requirements	Supplier Product Code:	First Offer -	1 / each		Y	Y
26400--04-04	Attachments: Bidder's Current W-9	Supplier Product Code:	First Offer -	1 / each		Y	Y
					\$0.00		

Supplier Total **\$34,845.00**

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Supplier: ESMA Janitorial Services LLC

**Custodial Services
Technical Questionnaire**

Supplier must complete the entire questionnaire, including references.

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

General Questions	Compliance
1. I understand the selected Supplier should have the capacity to begin cleaning immediately, March 29, 2025, or upon Purchasing Agent approval.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. I understand the liability insurance as outlined in the specifications will be required prior to performing services.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. I understand the Supplier shall furnish all materials and supplies necessary to properly perform under this Agreement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. I understand all custodial personnel must pass OSBI and federal background checks if awarded and an annual renewal.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. The Supplier shall furnish all equipment as required to successfully perform the cleaning per these specifications.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. The Supplier shall have an adequate number of employees on the payroll engaged directly in cleaning work as of the date of the submission of its quote and if awarded the contract, the vendor 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.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. Does the Supplier use a subcontracted company to perform the work?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Provide current number of employees: 13	
9. Provide average retention of employees: estradaliliana04@gmail.com	
Comments:	

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Supplier: **ESMA Janitorial Services LLC**

REFERENCES

Provide the following information for at least three references.

You may be asked to provide additional references if the references provided are for buildings significantly smaller than the one you are quoting, or if the company is unwilling to allow the inspection of their building. Suppliers providing false references may be disqualified.

1. Company Name: **OKCFD**
Name & location of building cleaned: **Various Fire Administration Buildings**
Size of building cleaned: sq. ft.
How long have you cleaned this building? **2 years**
How often is it cleaned? **Mon-Friday**
Does your company clean the carpet at this location? **Yes**
Contact person with the company: **Pennie Leck**
Contact email: **pennie.leck@okc.gov**
Telephone number for the person listed above:

2. Company Name: **OKC Parks**
Name & location of building cleaned: **Pete White Health & Wellness Center**
Size of building cleaned: **25297** sq. ft.
How long have you cleaned this building? **3.5 Years**
How often is it cleaned? **Mon-Friday**
Does your company clean the carpet at this location? **Yes**
Contact person with the company: **Anthony Sledge**
Contact email: **anthony.sledge@okc.gob**
Telephone number for the person listed above:

3. Company Name: **OCPD**
Name & location of building cleaned: **Various Police buildings**
Size of building cleaned: sq. ft.
How long have you cleaned this building? **3 Years**
How often is it cleaned? **Mon-Fri**
Does your company clean the carpet at this location? **Yes**
Contact person with the company: **Heather Brown**
Contact email: **heather.brown@okc.gov**
Telephone number for the person listed above: **estradaliliana04@gmail.com**

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ESMA Janitorial Services LLC

Item: **Attachments:Attachments:Green Initiative**

Attachments

Green Initiative.pdf

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ESMA Janitorial Services LLC. Green Initiative

ESMA Janitorial Services LLC. Is committed to sustainable purchasing. We use BETCO products that are Ecologo, Green Seal Certified, USDA Certified Biobased Product, Green Earth, or Microbial Cleaning approved. We are also following Green Seal's guidelines for safer COVID-19 Cleaning and Disinfection. We purchase all of our products in recyclable packaging. All of our products come in recyclable or reusable containers.

Products include:

- Green Earth glass cleaner
- Green Earth all purpose cleaner
- Green Earth foaming skin cleansers
- Green Earth rest room cleaner
- Betco one step
- BioActive Solutions Push

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ESMA Janitorial Services LLC

Item: **Attachments:Attachments:Attachments:Cleaning Process**

Attachments

Cleaning Process and Procedure.pdf

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Esma Janitorial Cleaning Process & Procedure

- Floor Vacuuming
 - a. Check vacuum to make sure filters are clear. Inspect for any damage on equipment to make sure it is safe to use.
 - b. Place chairs and large objects out of the way. Remove all obstructions and large debris from vacuuming path
- Mopping
 - a. Floor surfaces to be cleared of large debris. Hard floor surfaces to be swept/ dust mopped
 - b. Wet floor/ Caution signs will be placed to alert individuals that the area may be slippery.
 - c. Mop bucket / Mop heads to be rinsed and hung to dry.
- Wood surfaces
 - a. Wood surfaces will be cleaned and polished with appropriate cleaners and polishes.
- Granite and other solid surfaces
 - a. Granite and other solid surfaces to be lightly misted with appropriate cleaner/disinfectant and wiped clean with dry microfiber cloth.
- Painted and textured wainscoting
 - a. To be spot cleaned with all purpose cleaner and clean rag.
- Spray Buffing
 - a. Move all furniture that may present an obstacle while buffing.
 - b. Dust mop to remove all debris and dirt.
 - c. Wet mop surface to ensure floor is completely free of all dirt and debris to help achieve best results.
 - d. Floor will be buffed with appropriate spray buff for floor finish.
- Floor Stripping & Waxing
 - a. Work to be scheduled when there is no foot traffic in area to be worked on.
 - b. All furniture that might create an obstacle to be removed to area that will not be worked on.
 - c. Different areas to be closed or cordoned off while area is being worked on.
 - d. Necessary caution/ wet floor signs to be set up.
 - e. Waxed areas to be left to dry as long as possible before moving furniture back onto it.
 - f. Furniture to be carried not dragged when being placed back, as it may scratch fresh wax.
- Commodes & Urinals
 - a. To be flushed & sprayed down with appropriate bowl cleaner and/or descaler. Cleaner to sit while exterior is disinfected.
 - b. Exterior to be wiped down with paper towels and disinfectant cleaner.

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- c. Toilet brushes to be used to scrub toilet/urinal interiors, flushing rims, & disposal chutes
- d. Toilet/urinals to be flushed one last time, Wiped dry with paper towels.
- Wash bowls
 - a. Sprayed down, scrubbed with sink brush.
 - b. Faucets and counters to be disinfected and dried clean with paper towels.
- Drinking Fountains
 - a. To be wiped down with disinfectant.
 - b. Drains to be cleared of any debris.
- Toilet Room.
 - a. Make sure restroom is empty.
 - b. Post appropriate caution/safety signs.
 - c. Door to remain propped open while work is being performed.
 - d. Visually check appearance of restroom.
 - e. Pick up all trash in sink areas and toilet/urinal areas.
 - f. Check toilet paper, paper towels, soap to make sure everything is properly stocked.
 - g. Check all garbage cans and remove trash liner to replace with new one.
 - h. Clean mirrors to remove marks.
 - i. Wipe down and disinfect all surfaces. (light switches, door handles, countertops, partitions, & dispensers)
 - j. Using germicidal surface cleaner wipe down sinks, faucets, and handles.
 - k. Sweep and wet mop floors. (Mops, mop buckets, solutions to be marked as BATHROOM Only to avoid cross contamination)
- Trash Removal
 - a. Trash will be sorted and removed as requested. Recycling where service is available
- Training.
 - a. Staff to be trained and put on a 3 month probation period.
 - c. Building tenants to be advised/ trained when any special care is needed when work is performed.
- Toilet paper.
 - a. To be 2 ply
 - b. Sufficient supply to be kept in building.
- Carpet spot cleaning and stain removal
 - a. As needed
 - b. ESMA Janitorial Services LLC. To pay for any replacement of carpet ruined due to the negligence or improper use of cleaning products by employees.

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ESMA Janitorial Services LLC

Item: **Attachments:Attachments:Attachments:Attachments:Anticipated workforce requirements**

Attachments

anticipated work force HQ 911 center.pdf

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Anticipated Work Force

Police Headquarters & 911 Communications Center

Police Headquarters: We will have 1-3 Staff members on site daily between the hours of 7 am- 5pm. 1 Person for 8 hrs. with 2 additional part time. Along with daily supervisor walk-throughs.

911 communications center: We will have 2 part time staff on site daily between the hours of 8am-12pm and another between 5pm-9pm Mon-Fri. 10am-2pm Saturdays. Along with Daily supervisor walk-throughs.

Auto scrubber will be ran on a daily basis and will be left on site.

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Supplier: ESMA Janitorial Services LLC

**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

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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.

- (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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Solicitation 26400

CUSTODIAL SERVICES FOR POLICE HEADQUARTERS AND 911 CENTER

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid 26400

CUSTODIAL SERVICES FOR POLICE HEADQUARTERS AND 911 CENTER

Bid Number	26400
Bid Title	CUSTODIAL SERVICES FOR POLICE HEADQUARTERS AND 911 CENTER
Expected Expenditure	\$200,000.00 (This price is expected - not guaranteed)
Bid Start Date	Jan 16, 2025 7:37:58 AM CST
Bid End Date	Feb 5, 2025 10:00:00 AM CST
Question & Answer End Date	Jan 30, 2025 12:00:00 PM CST
Bid Contact	Caleb Gutel 405-297-3178 caleb.gutel@okc.gov
Bid Contact	City Clerk 405-297-2391 cityclerk@okc.gov
Bid Contact	Jennifer Swann 405-297-3172 Jennifer.swann@okc.gov
Contract Duration	1 year
Contract Renewal	2 annual renewals
Prices Good for	Not Applicable
Pre-Bid Conference	Jan 23, 2025 9:00:00 AM CST Attendance is mandatory Location: A mandatory pre-bid meeting will be held on January 23rd, 2025, at 9:00 a.m. Meet at Police Headquarters Building at 700 Colcord Drive in the main entrance on the north side of the building. Bidders must have a company representative present at the meeting for a bid to be considered.
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	The Expected Expenditure amount of \$200,000 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 items 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 **26400--01-01 - Police Headquarters Building: Custodial services at 700 Colcord Drive, Oklahoma City OK 73102. 88,625 sq. ft**

Lot Description **Police Headquarters Building**

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

Enter monthly price to clean floors 5 times per week-See specifications for technical details.

Item **26400--01-02 - Police Headquarters Building: Floor Reconditioning when requested**

Lot Description **Police Headquarters Building**

Quantity **1 each**

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

Enter pricing for floor reconditioning as requested

Item **26400--01-03 - Police Headquarters Building: Carpet Cleaning when requested**

Lot Description **Police Headquarters Building**

Quantity **1 each**

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

Enter pricing for carpet cleaning as requested

Item **26400--02-01 - Public Safety Communications Center: Custodial services at 715 Robert S Kerr, Oklahoma City OK 73102. 26,000 sq. ft**

Lot Description **Public Safety Communications Center**

Quantity **1 month**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A

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Oklahoma City OK 73102

Qty 1

Description

Enter monthly price to clean floors 5 times per week-See specifications for technical details.

Item **26400--02-02 - Public Safety Communications Center: Floor Reconditioning when requested**

Lot Description **Public Safety Communications Center**

Quantity **1 each**

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

Enter pricing for floor reconditioning as requested

Item **26400--02-03 - Public Safety Communications Center: Carpet Cleaning when requested**

Lot Description **Public Safety Communications Center**

Quantity **1 each**

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

Enter pricing for carpet cleaning as requested

Item **26400--03-01 - Additional Services when required: Site Supervisor for Additional Services when required**

Lot Description **Additional Services when required**

Quantity **1 hour**

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

Enter hourly rate for on-site supervisor for additional services when required-See specifications for technical details.

Item **26400--03-02 - Additional Services when required: Custodial Worker for Additional Services when required**

Lot Description **Additional Services when required**

Quantity **1 hour**

Unit Price

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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

Enter hourly rate for custodial worker for additional services when required-See specifications for technical details.

Item **26400--03-03 - Additional Services when required: Markup for supplies for additional supplies**
 Lot Description **Additional Services when required**
 Quantity **1 percentage**
 Percentage
 Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter percentage markup for supplies over the Contractors wholesale cost-See specifications for technical details.

Item **26400--04-01 - Attachments: Green Initiative**
 Lot Description **Attachments**
 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 specifics of green cleaning program with list of furnished equipment, supplies, and cleaning materials. See the section in the technical specifications regarding the City's Sustainable Purchasing Policy.

Item **26400--04-02 - Attachments: Cleaning Process**
 Lot Description **Attachments**
 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 specifics regarding the Contractor's cleaning process and procedure. See Cleaning Process and Procedure section of the technical specifications.

Item **26400--04-03 - Attachments: Anticipated workforce requirements**

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Lot Description **Attachments**

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 list of the work force requirements to carry out this contract. See Bid Instructions, Pre-Requisites and Submissions section of the technical specifications.

Item **26400--04-04 - Attachments: Bidder's Current W-9**

Lot Description **Attachments**

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 current W-9

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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:

Address:

Contact Person:

Email Address:

Telephone Number:

Fax Number:

Billing Contact:

Company Name:

Address:

Contact Person:

Email Address:

Telephone Number:

Fax Number:

Service Contact:

Company Name:

Address:

Contact Person:

Email Address:

Telephone Number:

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After Hours Emergency Number(s)

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(Published in *The Journal Record* on January 16, 2025)

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 5 day of February 2025, for the following:

BID26400 CUSTODIAL SERVICES FOR POLICE HEADQUARTERS AND 911
CENTER

MANDATORY PRE-BID MEETING: A mandatory pre-bid meeting will be held on January 23rd, 2025, at 9:00 a.m. Meet at Police Headquarters Building at 700 Colcord Drive in the main entrance on the north side of the building. Bidders must have a company representative present at the meeting for a bid to be considered.

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 POLICE HEADQUARTERS AND 911 CENTER TABLE OF CONTENTS

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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 POLICE HEADQUARTERS AND 911 CENTER

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BID SPECIFICATIONS
CUSTODIAL SERVICES FOR POLICE HEADQUARTERS AND 911 CENTER
Instructions to Bidders

INTENT: To secure a custodial services pricing agreement for the Oklahoma City Police Department Headquarters & Public Safety Communications Center buildings. The successful bidder shall supply all machinery, tools, supplies, and manpower to successfully fulfill the requirements of these specifications.

It is anticipated the pricing agreement(s) will be effective on March 29, 2025. The current agreements expire on March 28, 2025.

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 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.)

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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:

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- 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.

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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 on-line 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.

Consumables: PD requires premium paper towels and toilet paper. All paper towel dispensers use 10" rolls.

Paper towels: Georgia Pacific Item# 89460 or equivalent

Toilet Paper: Marathon Jumbo Roll 2-ply Item # 949273 or equivalent

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:

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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.

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ACCORD FORM: The policy description shall state the following “**Additional insured(s) on the listed policies as required by contract.** (The City of Oklahoma City and its participating Trusts). The solicitation number, BID26400, shall be referenced in the policy description.

POLICE DEPARTMENT AND MUNICIPAL COURTS BACKGROUND CHECKS: This pricing agreement/contract may be used by the Oklahoma City Police Department, Information Technology Department, and Municipal Courts. Federal CJIS Security Policy (Criminal Justice Information Systems) and OLETS Policy (Oklahoma Law Enforcement Telecommunications System) requires the Oklahoma City Police Department, the Oklahoma City Information Technology Department, the Oklahoma City Municipal Court and Municipal Counselor’s Office to have their contractor/vendor employees and agents fingerprint and background checks to be conducted by the Oklahoma City Police Department through the AFIS Unit and to be run through the Police Department’s Crime Information Unit for warrants and verification. Based on the results of the background check a decision will be made on whether the vendor/contractor employees can perform contract work for these Law Enforcement/Criminal Justice Departments by the OLETS LASO (Local Agency Security Officer) of the Oklahoma City Police Department or their designee. Once the vendor/contractor has been approved, they will be required to successfully complete the online CJIS Security Test. This process will be completed every five (5) years for each contractor/vendor employee. Bidders not willing to comply with this requirement should note this as an exception to the bid. This may be cause for rejection of a proposal depending upon the commodity.

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.

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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: Caleb Gutel, Senior Buyer
100 North Walker, 2nd Floor
Oklahoma City, OK 73102
Caleb.Gutel@okc.gov

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BID SPECIFICATIONS
Technical Provisions

INTENT: To secure a custodial services pricing agreement for the Oklahoma City Police Department Headquarters & Public Safety Communications Center buildings. The successful bidder shall supply all machinery, tools, supplies, and manpower to successfully fulfill the requirements of these specifications.

MANDATORY PRE-BID MEETING: A mandatory pre-bid meeting will be held on January 23rd, 2025, at 9:00 a.m. Meet at Police Headquarters Building at 700 Colcord Drive in the main entrance on the north side of the building. Bidders must have a company representative present at the meeting for a bid to be considered.

LOCATION DETAILS:

Police Headquarters – 700 Colcord Dr. (88,625 sq. ft.) – 360 employees plus approximately 130 daily visitors.

The Police Headquarters will be cleaned five days per week Monday through Friday 8:00am-4:00pm or as specified in the Minimum Services Requirements Section. Work to be completed on City holidays and weekends must be approved by the appropriate Police Building Management Captain or Logistical Support Major in advance.

Public Safety Communications Center – 715 Robert S Kerr (approximately 26,000 sq. ft.) - 150 employees plus.

The Public Safety Communications Center will be cleaned six days per week Monday through Saturday 7:00am-7:00pm or as specified in the Minimum Services Requirements Section. Work to be completed on City holidays and weekends must be approved by the appropriate Facility Manager or designee in advance.

BUILDING RENOVATIONS: When office space is vacant or being renovated, custodial services will not be required. The Contracting Entity will contact the bidders that are affected as the moving and renovation proceed. 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 follows:

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

$$\begin{aligned} &\div \text{ Square footage included in contract as awarded} \\ &x \text{ Monthly payment included in contract as awarded} \\ &= \text{ Monthly payment for custodial services during renovation} \end{aligned}$$

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 Contracting Entity. The supervisor shall have at least two years of experience supervising cleaning crews made up of at least two members. The general supervisor shall respond to a phone call from Police staff within 30 minutes and have the ability to have designated staff on site within two hours to rectify any deficiencies as requested by Police. The supervisor shall be separate from the on-site crew supervisor and the cleaning crew being supervised and shall not

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perform the cleaning duties specified under this pricing agreement.

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 two members. The on-site crew supervisor shall be based full-time in Oklahoma City and shall be on-site within 30 minutes of a request by Police Department staff, during normal working hours. The supervisor shall make two weekly on-site inspections to verify that the work is performed as specified but shall not perform any of the cleaning duties specified under this pricing agreement. The on-site crew supervisor will contact the Facility Manager, Administrative Captain or Major responsible for each location to verify sufficient cleaning services have been provided. The supervisor shall promptly notify the Contracting Entity's designee by phone, of any fixtures, building equipment or materials that have become loose, out of order, or need repair or replacement. There should be a minimum of two custodians and a supervisor on site Monday-Friday 8:00am-4:00pm. Any work that needs to be performed after 4:00pm, will need to be cleared through the Building Management Captain or Facility Manager.

CUSTODIAL PERSONNEL: The Bidder shall replace the services of any employee whose conduct the Contracting Entity designee feels is detrimental to the best interest of the Contracting Entity. 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 time as a complete and thorough records search can be made to determine the suitability of said employee for continuance of their prescribed duties. Final determination shall rest with the Police Department.

All custodial employees shall abide by all rules and regulations as set forth by the Contracting Entity. At all times custodial employees will appear professional and be dressed in clean, neat appearing garments. All custodial employees shall be issued an access control badge. These badges will have the employee's name, their picture, the name of their company and the word "CONTRACTOR". These badges are programmed for the employee job site(s) and schedule and will give said employee access to the site. These badges are to be always worn in plain sight when the personnel are on City property. Under no circumstances shall children, animals or personnel not employed by the successful vendor accompany the custodial personnel while performing this job. Smoking by custodial employees must be in designated smoking areas.

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.

ADDITIONAL SERVICES WHEN REQUIRED: The Contracting Entity may request other services be performed that are outside the standard services included in this pricing agreement. Successful bidder will provide quotes when requested to include an hourly rate for an on-site supervisor, an hourly rate for a custodial worker, and a percentage fixed markup for supplies over the Bidder's wholesale cost has been requested in the line-item area of the electronic bidding system. Contracting Entity staff may request documentation to verify the correct price is quoted.

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BACKGROUND CHECK: All employees of the Bidder must submit to a thorough background check conducted by the Oklahoma City Police Department that includes a background investigation, fingerprinting and an online security training course. Automatic disqualifications are felonies, documented instances of domestic violence, drug offenses, violent crimes, theft, or not completing any part of the vetting process. The prospective bidders will have two opportunities to submit employees for a background check. The maximum number of employees for each round will be five.

COMPLIANCE WITH APPLICABLE LAWS AND CITY RULES: The Bidder's covenants and agrees that he/she, their 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 they shall, at their 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 agreement. Further, the Bidder agrees that they, their agents, employees, and any duly approved subcontractor's employees will abide by all rules and regulations as set forth by the Contracting Entity. The Bidder and/or their employees shall be responsible for their own parking, if it is not available at the facilities listed.

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 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.
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 the submission of their bid. If awarded the agreement, the vendor shall maintain such minimum number of employees throughout the term of the agreement, as necessary to satisfactorily perform the duties and obligations of said agreement. Subcontractors or franchise participants shall not be used or counted toward the full-time employees unless the bidder received prior written approval from the City Manager or their 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 their designee, and if given, shall be subject to revocation without cause upon 10 days written notice being given to the vendor. Failure of the Bidder to comply with this subsection shall constitute cause for termination of the agreement. Approved subcontractors shall be required to submit the same insurance certificate required of the Bidder. It is the Contractor's responsibility to notify subcontractors of The Contracting Entity's insurance requirements and obtain and submit the insurance certificate to the Contracting Entity 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. Custodial services in some predetermined office areas and storage rooms should be

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performed during normal working hours, Monday through Friday from 8 am to 4 pm. These predetermined office areas and storage rooms will need to be serviced on a set schedule during the week. Daily custodial services for the remaining office areas, storage rooms, public and common areas (entrances, break rooms, restrooms, elevators, lobbies, hallways, etc.) should be performed after normal working hours, Monday through Friday from 4 pm to 12 am or as designated by the Facility Manager, Police Building Management Captain, or Logistical Support Major. Work to be completed on City holidays and weekends must be approved by the Facility Manager, Police Building Management Captain, or Logistical Support Major in advance. The Bidder must include, along with its bid, a submission of the anticipated number of labor hours/day and the anticipated workforce required to carry out the specified work. This can be uploaded as an attachment.

5. The Contracting Entity may reject a bid, unless the Bidder has demonstrated to the satisfaction of the Contracting Entity, that the anticipated workforce proposed in the attachment can successfully carry out the services outlined in these specifications.
6. The Bidder shall include in its bid, a submission listing at least four references, one of which shall be a medium to large office building or a similar government agency. This will be submitted by completing the technical questionnaire.

PERFORMANCE: All performance shall be subject to inspection and approval by the Contracting Entity designee. In terms of standard of excellence, 100% excellence in the work performed and compliance shall be the goal. The Contracting Entity reserves the right to recover the actual cost for damages caused through the inattention, omissions, or negligence of the contractor'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 Contracting Entity 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 agreement become excessive, the Bidder's non-compliance with the terms of this agreement may result in the cancellation and/or termination of the agreement.

The Contracting Entity reserves the right to recover the actual cost for damages caused through the 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 Contracting Entity 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 vendor performance. Documentation of poor vendor performance or violation of agreement 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 agreement and may result in the cancellation and/or termination

of this agreement.

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

A. FLOOR SERVICES:

- Vacuum all carpeted areas, including elevators. All moveable furniture and other equipment shall be moved during the vacuuming process. Vacuum behind doors and up against walls.
- Spot clean carpets and floors; 5 times per week (Monday – Friday).
- Sweep/vacuum behind and around copiers, shredders, and other equipment; 1 time per week (Friday).
- Dust mop all resilient and composition floors with treated dust mops.
- Hard floors will be mopped utilizing and auto-scrubber three times weekly. Accommodations will be made for secure storage and charging of the auto-scrubber and associated supplies.
- Damp mop with appropriate cleaning products to remove spills and water stains, as needed. All moveable furniture and other equipment shall be moved before mopping.
- Spray buff tile floor surfaces; 1 time per week (Wednesday).
- Recondition floor surfaces; 4 times per year (January, April, July, October).

B. TRASH & RECYCLE SERVICES:

- Empty all waste paper baskets, replace plastic liners and wipe clean other trash containers.
- Empty all paper shredders, replace plastic liners and wipe clean.
- Empty all desk side recycling containers, replace used liners.
- The Contracting Entity is requiring the selected vendor to include collection of materials from recycling and trash receptacles and deliver to the designated recycling dumpster or area. This will not increase the volume of waste removed from the facility but will direct specific materials to specific dumpsters/collection areas.
- Remove all trash and recyclable materials from floors to the designated trash and recycle areas.
- Remove all trash from building.

C. GLASS DOORS AND WINDOWS SERVICES:

- Clean glass interior and exterior of exterior doors. Spot clean interior glass doors and windows; 5 times per week (Monday – Friday).
- Spot clean all door and window hardware and frames; 5 times per week (Monday – Friday).
- Clean door saddles of debris; 5 times per week (Monday – Friday).
- Thoroughly clean interior glass doors and interior windows; 1 time per month (First Tuesday of every month).
- Clean the exterior and interior of the windows and doors of the 1st floor large

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meeting room (Phyllis Coffey Special Events Room); 1 time per month (First Tuesday of every month).

- Clean both sides of the glass partitions/railings, conference room windows, and other interior windows; 1 time per month (First Tuesday of every month).

D. BREAK ROOMS AND COFFEE ALCOVES SERVICES:

- Trash & Recycle Services; 5 times per week (Monday – Friday).
- Floor services; 5 times per week (Monday – Friday).
- Wash and sanitize all tabletops, sinks, counter tops and faucets with non-scratch disinfectant cleaner and wipe dry; 5 times per week (Monday – Friday).
- Remove stains on counters, cabinets and sinks, as required.
- Clean cabinets vertical surfaces; 1 time per week (Wednesday).
- Clean low reach areas including furniture, structure, baseboards, windowsills, doors, paneling, etc.; 1 time per week (Wednesday).
- Dust high reach areas including tops of door frames, structure, HVAC registers, tops of partitions and shelving, wall frames, light fixtures; 1 time per month (Friday).
- Clean or dust ceiling lights; including removing light covers where bugs and debris collect. 1 time per month (Friday).

E. COMMON AREAS (HALLWAYS, COPY AREAS, CONFERENCE ROOMS)

- Trash & Recycle Services; 5 times per week (Monday – Friday).
- Floor Services; 5 times per week (Monday – Friday).
- Glass Doors and Window Services; 5 times per week (Monday – Friday).
- Clean horizontal surfaces with appropriate cleaners; 5 times per week (Monday – Friday).
- Clean, sanitize and polish drinking fountains; 5 times per week (Monday – Friday).
- Clean and polish wood surfaces with appropriate wood cleaner/polish/conditioner; 1 time per month (First Wednesday of every month).
- Clean low reach areas including furniture, structure, baseboards, windowsills, doors, paneling, etc.; 1 time per week (Wednesday).
- Dust high reach areas including tops of door frames, structure, HVAC registers, tops of partitions and shelving, wall frames, light fixtures; 1 time per month (First Wednesday of every month).
- Clean blinds and drapes; 1 time per month (First Wednesday of every month).
- Clean or dust ceiling lights; including removing light covers where bugs and debris collect. 1 time per month (Friday).

F. PUBLIC ACCESS AREAS (ENTRANCES, LOBBIES, ETC.)

- Trash & Recycle Services; 5 times per week (Monday – Friday).
- Parking lot and grounds clean-up/policing of trash; recycle plastic, aluminum, and paper materials collected; 5 times per week (Monday – Friday).

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- Floor Services; 5 times per week (Monday – Friday).
- Glass Door and Windows Services; 5 times per week (Monday – Friday).
- Clean horizontal surfaces with appropriate cleaners; 5 times per week (Monday – Friday).
- Clean, sanitize and polish drinking fountains; 5 times per week (Monday – Friday).
- Sweep stairwells 1 time per week (Monday); wet mop stairwells 1 time per month (First Friday of every month).
- Clean and polish wood surfaces with appropriate wood cleaner/polish/conditioner; 1 time per week (Wednesday).
- Clean low reach areas including furniture, structure, baseboards, windowsills, doors, paneling, etc.; 1 time per week (Wednesday).
- Dust high reach areas including tops of door frames, structure, HVAC registers, tops of partitions and shelving, wall frames, light fixtures; 1 time per month (First Wednesday of every month).
- Clean blinds and drapes; 1 time per month (First Wednesday of every month).
- Clean or dust ceiling lights; including removing light covers where bugs and debris collect. 1 time per month (Friday).

G. OFFICE AREAS AND STORAGE ROOMS:

- Trash & Recycle Services; 2 times per week (Tuesdays and Thursdays).
- Floor Services; 1 time per week (Monday, during working hours).
- Glass Door and Windows Services; 1 time per month (Tuesday).
- Clean low reach areas including furniture, tops of cubicles, structure, baseboards, windowsills, doors, paneling, etc.; 1 time per month (First Friday of every month).
- Papers, folders, documents on desks or in cubicles are not to be moved or touched.
- Cubical counters or desktops are not to be cleaned.
- Dust high reach areas including tops of door frames, structure, HVAC registers, tops of partitions and shelving, wall frames, light fixtures; 1 time per month (First Friday of every month).
- Clean blinds and drapes; 1 time per month (First Wednesday of every month).
- Clean or dust ceiling lights; including removing light covers where bugs and debris collect. 1 time per month (Friday).

H. ELEVATOR CLEANING: (Specifically HQ)

- Sweep/dust mop and spot clean elevator flooring, including corners and edges; 5 times per week (Monday – Friday).
- Clean debris from elevator door track. Clean and disinfect elevator control panel; 5 times per week (Monday – Friday).
- Spot clean elevator walls including base; 5 times per week (Monday – Friday).
- Thoroughly clean elevator walls, base, doors, and outside surfaces; 1 time per week (Thursday).
- Polish stainless steel and other metal surfaces to present a neat, clean shiny

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appearance. Polishing materials shall be used with care so that finish of metal fixtures and adjacent surfaces will not be damaged; 1 time per month (First Friday of every month).

I. RESTROOM & LOCKER ROOM SERVICES:

- 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; 5 times per week (Monday – Friday) or more often as needed
- Trash Services: 5 times per week (Monday – Friday) or more as required. Empty all waste and sanitary napkin and tampon receptacles; 5 times per week (Monday – Friday).
- Wash and sanitize all toilets, toilet seats, urinals, showers and sinks with non-scratch disinfectant cleaner. Wipe dry all sinks; 5 times per week (Monday – Friday).
- Remove stains, descale toilets, urinals and sinks as required.
- Mop all restroom floors with disinfectant germicidal solution; 5 times per week (Monday – Friday).
- Clean and disinfect all showers, including floors, walls, faucets, and handrails; 5 times per week (Monday – Friday).
- Spot clean fingerprints, marks and, partition glass; 5 times per week (Monday – Friday).
- Clean and disinfect all vertical surfaces, including tiled walls and bathroom stall partitions; 1 time per week (Friday).
- Clean all mirrors; 1 time per week (Friday).
- Clean or dust ceiling lights; including removing light covers where bugs and debris collect. 1 time per month (Friday).
- Provide and refill automatic air fresheners for all restrooms – 911 Specific

J. VEHICLE EVIDENCE PROCESSING BAY (ATTACHED TO THE PMU AT 701 W. MAIN): (To be cleaned 1 day per week) (Specifically HQ)

- There are no employees assigned to this area, however the area is used when needed.
- This is an area where vehicles are processed for evidence and only has one bathroom.
- Restroom & Locker Room Services; 1 time per week on a set schedule while accompanied by CSI Personnel.

K. WORK OUT ROOM SERVICES:

- Trash and Recycle Services; 5 times per week (Monday – Friday).
- Sweep rubberized floor surface; 5 times per week (Monday – Friday).
- Damp mop rubberized floor surface with disinfectant germicidal cleaner; 5 times per week (Monday – Friday).
- Wipe down doorknobs and hand grips on weights and machines with disinfectant cleaner; 5 times per week (Monday – Friday).
- Wipe down all padded areas for sitting or reclining with disinfectant cleaner;

- 5 times per week (Monday – Friday).
- Clean and polish all mirrors; 1 time per week (Tuesday).
- Clean low reach areas including furniture, structure, baseboards, windowsills, doors, etc.; 1 time per week (Tuesday).
- Clean other horizontal and vertical surfaces; 1 time per month (Tuesday).
- Clean or dust ceiling lights; including removing light covers where bugs and debris collect. 1 time per month (Friday).

REQUIRED QUARTERLY SERVICES AS SCHEDULED BETWEEN BIDDER AND POLICE:

- **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. Bidder 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 not be used. Scrubber type equipment will not be acceptable. Process should effectively remove stains, dirt, abrasive particles, and microorganisms (bacteria, yeast and mold must be reduced by 95% or more). The moisture, which is used to clean, must be removed. Shampooing shall be accomplished at a time so as to allow for drying prior to next workday. Drying time of seven hours or less is required. Carpet must be cleaned between the hours of 6 p.m. and 10 p.m. to minimize traffic. A dry-cleaning agent will be required for the raised floor in the dispatch operations room in the Public Safety Communications Center.
- **Window/Glass Cleaning Services** – Windows shall be washed clean and free of streaks, smears, and visible soap residue. Accumulated dirt, paint specs, or other foreign debris must be scraped from windows. Frames shall be scrubbed to remove all dried dirt, insects, debris, and other materials so as to be considered clean by Contracting Entity designee. Windowsills shall be washed clean and all drippings wiped dry. Window cleaning will include both the interior and exterior of the atrium glass and the windows on the exterior of the building.

MAINTENANCE OF SEAMLESS FLOORING

Smooth Systems: All seamless flooring and floor coatings should be mopped on regular basis with a neutral soap or detergent, and completely rinsed. Be sure not to use the detergent at a concentration higher than that recommended by the manufacturer of the floor cleaning material.

If a floor scrubber is used, white synthetic pads are recommended to scrub the floor surface. If the white pads do not clean scuff marks or heavy dried spills then red pads can be used. Since the floor has a hard-non-permeable clear coating on the surface, most soil and liquids will not penetrate the surface coating. Taking the least aggressive approach when scrubbing an epoxy floor surface will help in maintaining the gloss appearance.

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Be sure to test any cleaner that you haven't used before on a sample of the Seamless Flooring Material or Seamless Floor coating.

Mops should be rinsed often. Synthetic mops tend to work better on textured surfaces than cotton mops. The water should be changed frequently as well. Smooth floors are easily cleaned this way. It may be necessary to give extra care to areas that are subject to heavy traffic, hard rubber wheels, and steel wheels that leave marks. In these situations, the Bidder can use the methods used for textured floors for these more difficult to remove contamination.

Textured Systems: Textured systems may require the use of a stiff bristled brush or floor scrubber to reach to bottom of the anti-skid texture. Severe problem areas can be treated as follows:

- **Grease Removal**
Grease is typically removed by Tri-sodium phosphate (TSP) or other commonly available biodegradable cleaner.
- **Removing Dairy Products**
Dairy products should be removed immediately as they may cause staining on some types of seamless flooring and seamless floor coating systems.
- **Stubborn Dirt or Stain Removal**
When you are trying to remove stubborn dirt or stains, allow the biodegradable cleaner to set in the area for a little while longer and do the work for you. Then completely rinse to area to remove the cleaner and the dirt.
- **Chemical Spills**
You should always rinse strong chemicals as quickly as possible completely from the surface. Chemicals that are allowed to dry on the surface typically become more concentrated as they dry. That may cause the chemical to get concentrated enough to stain or even attack the seamless floor or seamless floor coating.

Waxing and Polishing of Seamless Flooring and Seamless Floor Coatings: Epoxy and Urethane Seamless Coating Systems are very shiny, therefore, waxing or polishing is not necessary. If a floor is very old or has seen extremely high traffic this shine may dull. If this happens, you may consider renewing or refinishing the floor with a coating of clear urethane.

ACORD FORM: The policy description shall state the following: "Additional insured(s) on the listed policies are those required in the agreement." [The City of Oklahoma City and its participating public trusts]

SOLICITATION NUMBER: The solicitation number **BID26400** shall also be referenced in the policy description.

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

PRICING: 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 IF THE ATTACHED LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY AUTHORIZED OFFICER ON BEHALF OF THE CONTRACTING ENTITY.

City of Oklahoma City or related Public Trust:

This letter authorizes _____ to
(PRINTED NAME OF AUTHORIZED AGENT)

sign the attached legally binding document on behalf of _____
(CONTRACTING ENTITY)

_____.

Sincerely,

Signature of Authorizing Officer **Printed Title** **Date**

Printed Name of Authorizing Officer **Email Address of Authorizing Officer**

NOTE: If the Contracting Entity is a(n):
Corporation The authorizing officer **must** be: **President, Vice-President, Chairperson, or Vice-Chairperson**
LLC The authorizing officer **must** be: **Manager, Managing Member, President, or Vice-President**
Partnership The authorizing officer **must** be: **General Partner**
Joint Venture The authorizing officer **must** be: **An Authorized Officer of Each of the Ventures**

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**Custodial Services
Technical Questionnaire**

Supplier must complete the entire questionnaire, including references.

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

General Questions	Compliance
1. I understand the selected Supplier should have the capacity to begin cleaning immediately, March 29, 2025, or upon Purchasing Agent approval.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. I understand the liability insurance as outlined in the specifications will be required prior to performing services.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. I understand the Supplier shall furnish all materials and supplies necessary to properly perform under this Agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. I understand all custodial personnel must pass OSBI and federal background checks if awarded and an annual renewal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. The Supplier shall furnish all equipment as required to successfully perform the cleaning per these specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. The Supplier shall have an adequate number of employees on the payroll engaged directly in cleaning work as of the date of the submission of its quote and if awarded the contract, the vendor 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Does the Supplier use a subcontracted company to perform the work?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Provide current number of employees: <input type="text"/>	
9. Provide average retention of employees: <input type="text"/>	
Comments:	<input type="text"/>

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REFERENCES

Provide the following information for at least three references.

You may be asked to provide additional references if the references provided are for buildings significantly smaller than the one you are quoting, or if the company is unwilling to allow the inspection of their building. Suppliers providing false references may be disqualified.

1. Company Name:

Name & location of building cleaned:

Size of building cleaned: sq. ft.

How long have you cleaned this building?

How often is it cleaned?

Does your company clean the carpet at this location?

Contact person with the company:

Contact email:

Telephone number for the person listed above:

2. Company Name:

Name & location of building cleaned:

Size of building cleaned: sq. ft.

How long have you cleaned this building?

How often is it cleaned?

Does your company clean the carpet at this location?

Contact person with the company:

Contact email:

Telephone number for the person listed above:

3. Company Name:

Name & location of building cleaned:

Size of building cleaned: sq. ft.

How long have you cleaned this building?

How often is it cleaned?

Does your company clean the carpet at this location?

Contact person with the company:

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Contact email:

Telephone number for the person listed above:

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DAILY TASK SHEET EXAMPLE
(THIS IS AN EXAMPLE. NOT EVERY BUILDING WILL HAVE A GYM OR ELEVATOR)

DAILY TASKS

CUSTODIAN NAME:		SUPERVISOR
#1:		
#2:		
#3:		

TASKS	CUSTODIAN INITIALS	SUPERVISOR INITIALS
PUBLIC ACCESS AREAS (ENTRANCE, LOBBIES, ETC)		
Vacuum all carpeted areas		
Spot clean carpets and floors		
Dust, mop all resilient and composition floors with treated dust mops		
Damp mop with appropriate cleaning products to remove spills and water stains		
Empty all wastepaper baskets, replace plastic liners (clear translucent) and wipe clean other trash containers		
Remove all trash and recyclable materials from floors to the designated trash and recycle areas		
Remove all trash from building		
Clean horizontal surfaces with appropriate cleaners		
Parking lots and grounds clean-up/policing of trash; recycle plastic aluminum, and paper materials collected		
Clean glass interior and exterior of exterior doors. Spot clean interior glass doors and windows		

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Spot clean all door and window hardware and frames		
Clean door saddles of debris		
Clean, sanitize and polish drinking fountains		
ELEVATORS		
Sweep/dust mop and spot clean elevator flooring, including corners and edges		
Clean debris from elevator door track		
Clean and disinfect elevator control panel		
Spot clean elevator walls including base		
TASKS	CUSTODIAN INITIALS	SUPERVISOR INITIALS
BREAKROOMS & COFFEE ALCOVES		
Vacuum all carpeted areas		
Spot clean carpets and floors		
Dust mop all resilient and composition floors with treated dust mops		
Damp mop with appropriate cleaning products to remove spills and water stains		
Empty all waste paper baskets, replace plastic liners (clear translucent) and wipe clean other trash containers		
Remove all trash and recyclable materials from floors to the designated trash and recycle areas		
Remove all trash from building		
Wash and sanitize all table tops, sinks, countertops and faucets with non-scratch disinfectant cleaner & wipe dry		
Remove stains on counters, cabinets and sinks as required		

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WORKOUT ROOM		
Empty all waste paper baskets, replace plastic liners (clear translucent) and wipe clean other trash containers		
Remove all trash and recyclable materials from floors to the designated trash and recycle areas		
Remove all trash from building		
Sweep rubberized floor surface		
Damp mop rubberized floor surface with disinfectant germicidal cleaner		
Wipe down door knobs and hand grips on weights and machines with disinfectant cleaner		
Wipe down all padded areas for sitting or reclining with disinfectant cleaner		
RESTROOMS & LOCKER ROOMS		
Restock restrooms, including paper towels, toilet tissue, seat covers, and hand soap, as required		
Empty all waste paper baskets, replace plastic liners (clear translucent) and wipe clean other trash containers		
Empty all waste and sanitary napkin and tampon receptacles.		
TASKS	CUSTODIAN INITIALS	SUPERVISOR INITIALS
Remove all trash from building		
Wash and sanitize all toilets, toilet seats, urinals, showers and sinks with non-scratch disinfectant cleaner		
Wipe dry all sinks		
Remove stains, descale toilets, urinals and sinks as required		
Mop all restroom floors with disinfectant germicidal solution		
Clean and disinfect all showers, including floors, walls, faucets and handrails		

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Spot clean finger prints, marks, and partition glass		
COMMON AREAS (HALLWAYS, COPY AREAS, & CONFERENCE ROOMS)		
Vacuum all carpeted areas		
Spot clean carpets and floors		
Dust mop all resilient and composition floors with treated dust mops		
Damp mop with appropriate cleaning products to remove spills and water stains		
Empty all waste paper baskets, replace plastic liners (clear translucent) and wipe clean other trash containers		
Remove all trash and recyclable materials from floors to the designated trash and recycle areas		
Remove all trash from building		
Clean glass interior and exterior of exterior doors. Spot clean interior glass doors and windows		
Spot clean all door and window hardware and frames		
Clean door saddles of debris		
Clean horizontal surfaces with appropriate cleaners		
Clean, sanitize and polish drinking fountains		

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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 #26400 - CUSTODIAL SERVICES FOR POLICE HEADQUARTERS AND 911 CENTER

Overall Bid Questions

Question 1

Is an LLC required or can we place a bid with a sole proprietorship? (Submitted: Jan 21, 2025 3:08:19 PM CST)

Answer

- Anyone can bid on these specs. (Answered: Jan 21, 2025 4:34:21 PM CST)

Question 2

My company has not serviced a building to the equivalent size of what is being asked to service. I understand this means i will have to provide additional references. What is considered a credible reference if my team has not completed something as large as the police department/911 center? (Submitted: Jan 21, 2025 3:16:54 PM CST)

Answer

- I am unable to answer this question. Please thoroughly review the specs. (Answered: Jan 21, 2025 4:34:21 PM CST)

Question 3

I understand that the main police building requires either 2 full-time custodians or 1 full-time and 2 part-time custodians, as well as a supervisor. Could you clarify if these staffing requirements are split between the main building and the 911 call center, or if each building requires the same level of custodial staffing? Specifically, could you confirm the custodial requirements for the 911 call center? (Submitted: Jan 23, 2025 1:38:18 PM CST)

Answer

- The 911 and HQ buildings should be considered two different locations. Please review the specs with this in mind. (Answered: Jan 27, 2025 8:43:21 AM CST)

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