

REQUEST FOR PROPOSAL

RFP-2223-17

NOTICE is hereby given that the City of Norman will receive proposals at the **OFFICE OF Parks & Recreation, 201 W. Gray Building C, Norman, Oklahoma, 73069, until 5:00 p.m. on Thursday, October 14, 2022**, for the following:

Request for Proposal RFP-2223-17 – Custodial Services for the City of Norman Development Center for a period of one year with four one year renewal options.

A **mandatory** Pre-Proposal Conference shall be conducted on **Tuesday, October 4, 2022, at 9:00 AM** for all who desire to submit a proposal. The meeting will be held in the **Executive Conference Room of the Municipal Building located at 201 West Gray Street, Norman, Oklahoma**, to allow all interested parties to tour and evaluate these facilities in order to submit their proposal. All who wish to be considered for this agreement are required to attend this meeting.

ALL WRITTEN PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE CITY PARKS AND RECREATION DEPARTMENT AT 201 WEST GRAY STREET BUILDING C, BY THURSDAY, OCTOBER 14, 2022, AT 5:00 P.M.

All questions concerning this proposal are to be submitted via email to Wade Thompson, Parks and Facilities Manager, Wade.thompson@normanok.gov. Phone: 405-366-5478.

REQUEST FOR PROPOSAL

RFP-2223-17

TO PROVIDE CUSTODIAL SERVICES

FOR THE City of Norman Development Center

I. GOAL:

The goal for this request for proposal is to enter into a contract with a selected company that provides quality janitorial services. It is the City's obligation to provide a safe, clean, sanitary, environment for employees and the public.

II. CONTRACT PERIOD:

The contract shall commence on January 1, 2023, and extend through December 31, 2024. The terms and provisions of this contract may be extended by mutual agreements of the parties for two additional 12 month periods unless the contract amount changes and after sufficient appropriations shall have been made for the particular fiscal year in which renewal is sought. Either party may terminate this agreement by giving a thirty (30) day notice in writing to the other party. In no event shall this contract be extended past December 31, 2028.

III. LOCATION TO BE SERVICED:

City of Norman Development Center, 225 North Webster Avenue - approximately 50,500 square feet

IV. PROPOSAL INSTRUCTIONS, PRE-REQUISITES & SUBMISSIONS:

Proposal costs should include providing all equipment and cleaning supplies/products used by the contractor. The contractor shall also provide urinal blocks and sanitary napkin disposal bags required for proper maintenance of the buildings. The City of Norman shall provide products for soap dispensers, toilet paper dispensers, paper towel dispensers, and trashcan liners. The contractor shall be responsible to restock these dispensers as necessary.

Only proposers who can comply with the following should submit proposals:

The proposer shall have been in the cleaning business handling commercial or industrial accounts for at least three years prior to submission of its Proposal, and shall have experience in cleaning a large (30,000 sq. ft. or more) office (private or public) building for one year or more.

The proposer shall furnish all equipment as required to successfully perform the cleaning per these specifications.

The proposer 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 its proposal 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. Subcontractors or franchise participants shall not be used or counted toward the full-time employees unless the Proposer shall have received prior written approval from the Facility Manager or a designee for the use of the subcontractors or franchise participants. The granting of such written approval shall rest in the sole discretion of the Facility Manager or a designee, and if given, shall be subject to revocation without cause upon 10 days written notice being given to the Contractor. Failure of the Contractor to comply with this subsection shall constitute cause for termination of the contract. Approved subcontractors shall be required to submit the same insurance certificate required of the Contractor. It is the Contractor's responsibility to notify subcontractors of the City's insurance requirements and obtain and submit the insurance certificate to the City of Norman prior to any services being provided. It is the Contractor's responsibility to ensure subcontractors abide by all terms and conditions of this agreement.

The work as specified under this contract is to be completed between the hours of 6:00 p.m. and 6:00 a.m. or as designated by the City's Facility Maintenance Manager. The

Proposer must include, along with its proposal, a submission of the anticipated number of man hours/day and the anticipated work force required to carry out the specified work.

If the proposed staffing is less than the experience the City has shown to be the minimum of employees needed to perform the required services, the City of Norman may reject the proposal submitted, unless the Proposer is able to demonstrate to the satisfaction of the City prior to the contract award that they can adequately and satisfactorily perform the services as specified under this contract with fewer employees.

The proposer shall include in its proposal, a listing of at least four references, one of which shall be a medium to large office building or a similar government agency.

V. GENERAL SCOPE OF WORK AND SERVICES TO BE INCLUDED IN PROPOSAL:

City of Norman Development Center is a newly renovated facility scheduled to reopen in January, 2023.

GENERAL INFORMATION

FLOORS

Carpeted surface cleaning, vacuumed, spot removal, and steam cleaning of carpet, to be part of proposal. Hard surface cleaning, sweeping, mopping, stripping and waxing, to be part of proposal. Intervals of time for this cleaning to be part of the proposal daily, weekly, monthly, etc.

WINDOWS

Entrance glass doors, windows, interior and exterior cleaning, to be part of proposal. Intervals of time for this cleaning to be part of the proposal daily, weekly, monthly, yearly, etc.

BATHROOMS, MECHANICAL/JANITORIAL ROOMS, AND BREAK ROOMS

Cleaning of fixtures, cabinets, counter tops, panels, water fountains, sinks, walls and dispensers, periodic deep cleaning of bathroom tile walls. Intervals of time for this cleaning to be part of the proposal daily, weekly, monthly, etc.

GENERAL HOUSEKEEPING

Interior facility services should include emptying trash can and replacing with new liners, dusting, and high cob web removal, general straightening of furniture, window ledges, doors, baseboards, outside of doors and inside air locks. Intervals of time for this cleaning to be part of the proposal daily, weekly, monthly, etc.

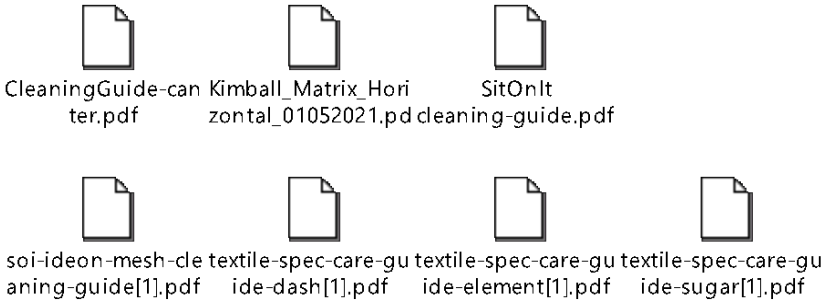
Specifications for the facility included the following attachments:

1) Square feet of space: 50,500 GSF

2) Number of restrooms & amenities:

Seven (7) Restrooms: three (3) Men, three (3) women, and one (1) family restroom; nineteen (19) toilet stalls, six (6) urinals, and two (2) showers

3) Furniture finishes:



4) Architectural/ Interior finishes:



Flooring breakdown:
39,480 square feet - carpeted areas
4,262 square feet - VCT flooring
819 square feet – area rug

VI. CUSTODIAL PERSONNEL:

All employees shall complete an Oklahoma State Bureau of Investigation (OSBI) background check for felony convictions. OSBI background checks must be submitted to the Parks and Recreation office, attn: Wade Thompson, P.O. Box 370, Norman, OK 73070 prior to beginning work.

Identification badges (to be visible at all times); access cards and keys shall be issued to the contractor who shall be responsible for their use. The contractor shall return all keys, key fobs, and identification badges upon demand if deemed necessary by the City at any time. Loss of keys, key fobs, and/or identification badges must be reported immediately to the City Clerk or her designee. **Under no circumstances shall children, animals or personnel not employed by the successful vendor accompany the custodial personnel while performing this job.**

The Contractor shall replace the services of any employee whose conduct the City's designee feels is detrimental to the best interest of the City. Final determination shall rest with the City.

VII. GENERAL SAFETY AND SECURITY:

The selected contractor shall be responsible for the safety of its employees and to provide to the Custodial Coordinator of the City of Norman copies of all Material Safety Data Sheets of products used on this property and to keep them updated in accordance with OSHA standards.

It shall be the contractor's responsibility to secure all exterior doors of each building during and after work is performed. Leave interior doors either locked or unlocked in the condition that they are found. All work must be performed at agreed upon scheduled times. No personnel shall perform work outside of this schedule without prior pre approval by the Custodial Coordinator.

VIII. INSPECTION AND COMPLIANCE OF WORK PERFORMED:

The contract, once awarded, shall be monitored by the City's Custodial Coordinator. This person is the point of contact for the Contractor and has the authority to instruct custodial personnel as to the needs of the Development Center. The contractor shall provide a person to act as the company representative and point of contact who is authorized to make binding decisions on behalf of the company. Walk through inspections with the

Custodial Coordinator shall be scheduled on a twice a month basis with the designated representative. The City of Norman is dealing with public funds that are entrusted to pay for services rendered. If services are of poor quality the Custodial Coordinator, with supervisor approval, shall have the authority to withhold all or a portion of the monthly payment to the contractor in direct correlation to the work that has not been completed. The City of Norman is committed to paying for services rendered but is not obligated to pay for services not performed or for inadequate service.

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

IX. MAINTENANCE PROCEDURE AND MATERIALS

The City of Norman desires to be a good steward of the environment and a good citizen and neighbor to all the citizens of Norman. The Green Team Initiative also applies to cleaning and janitorial services to our buildings. Green Cleaning is defined as "cleaning to protect health without harming the environment." Procedures and products utilized in this proposal, which contribute to healthy surroundings for the building occupants and Proposer's staff members and minimize the impact of cleaning operations on the environment are very desirable by the City of Norman. Building cleanliness is not solely evaluated on appearance. Additional emphasis will be placed on the environmental sustainability of cleaning operations and overall building health. Proposers are encouraged to address the specifics of their green cleaning program and initiatives in all applicable areas below in the procedures and materials sections. The Proposer's response to this initiative is part of the overall evaluation criteria.

CLEANING PROCESS AND PROCEDURE: The Proposer shall include in their proposal the process and procedure their staff will use in each of the following areas.

- Floor Vacuuming
- Mopping
- Spray Buffing
- Floor Stripping and Rewaxing
- Commodes

- Urinals
- Wash Bowls
- Drinking Fountains
- Toilet Room Cleaning
- Care of Dispensers
- Trash Removal
- Training of contractor staff
- Window cleaning
- Carpet Spot Cleaning and Stain Removal (Complete spotting kits supplied by carpet manufacturers are preferred. Vendor must pay for replacement of carpet ruined due to the negligence of their employees or the use of improper (not manufacturer's recommended) cleaning/spotting products.)

REPAIR OF BUILDING: The Custodial Coordinator shall be notified immediately by phone call, of any fixtures, building equipment or materials that have become loose, out of order, or in need of repair or replacement.

X. SELECTION PROCESS

EVALUATION: Proposals will be evaluated based upon experience providing similar services; references; cost; quality, and overall ability to provide specified services. This evaluation may include, at the City's option, site visits to locations the vendor is currently cleaning to assess the quality of cleaning services. References should be within the Oklahoma City metropolitan area.

PROPOSAL EVALUATION PROCESS: A selection committee will independently evaluate each proposal. The committee may make its selection based on the written proposals received, or may, at its discretion, conduct oral interviews with some or all of the Proposers. The committee will make its recommendation to the City Council of the City of Norman. The City Council will approve the recommended Proposer, a different Proposer or may decline to contract with any Proposer.

SELECTION CRITERIA: Proposers will be recommended for selection based on their overall responsiveness to meet all listed requirements of the RFP. Emphasis will be placed on the following criteria (in no particular order):

- Experience providing similar services
- References
- Total cost of services proposed
- Overall ability to provide specified services

XI. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

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

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

The Contractor, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

XII. AWARD OF CONTRACT:

The contract shall be awarded to the firm whose proposal is responsive to the RFP and is most advantageous to the City, considering the factors identified in the RFP.

XIII. INSURANCE:

LIABILITY & PROPERTY DAMAGE INSURANCE: The contractor assumes all risks incident to or in connection with its purpose to be conducted hereinunder and shall indemnify, defend, and save the City of Norman harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the contractor's operations and arising from acts or omissions of his employees and shall indemnify, defend, and save harmless the City of Norman from any penalties for violation of any law, ordinance, or regulation affecting or having application to said operation or resulting from the carelessness, negligence, or improper conduct of contractor or any of his agents or employees.

In the connection therewith, the contractor shall carry Workers' Compensation in accordance with State Laws and Employer's Liability Insurance in the following amounts:

Property Damage Liability – Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000.00) to any one person for any number of claims for damage to or destruction of property including but not limited to consequential damages arising out of a single accident or occurrence.

All Other Liability – In an amount not less than one hundred thousand dollars (\$100,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Accident Liability – In an amount not less than one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident.

The insurance policies shall be issued by a company approved by the City of Norman. The City shall be furnished with a Certificate of Insurance which shall provide that such insurance shall not be changed or canceled without ten (10) days prior written notice to the City of Norman. Certificates of Insurance shall be delivered to the City of Norman prior to the commencement of the agreement. THE POLICY SHALL LIST THE CITY OF NORMAN AS “CO-INSURED” OR “ADDITIONAL INSURED.”

This RFP does not commit the City of Norman to award a contract, or to any obligation for costs incurred in the preparation in response to the RFP. Furthermore, the City reserves the right to accept or reject any or all proposals received as a result of this RFP and to negotiate with any qualified source or to cancel in part or in its entirety this RFP, if it is determined to be in the best interest of the City to do so.

NOTICE TO RFP RECIPIENTS

When submitting responses to RFPs, corporate entities are required to comply with State law regarding authorized signatures.

State statute requires that bids/RFPs “be signed by the chair or vice chair of the Board of Directors, or the President, or by a Vice President, and attested by the Secretary or an Assistant Secretary; or by officers as may be duly authorized to exercise the duties...”
18 O.S. § 1007.A.2

However, if some other official with the corporation, such as a secretary signing a document, such signature needs to be accompanied by a certificate or a copy of a resolution adopted by the Board setting forth the authority of that individual to execute a contract.

With respect to limited liability corporations, every manager is an agent of the company for the purpose of business and binds the limited liability company. Therefore, instruments and documents shall be valid and binding upon the limited liability company if executed by one or more of its managers. 18 O.S. § 2019A

As set forth above when submitting bids and RFPs, certification adhering to the state statutes should accompany documents being turned in for review.

AFFIDAVIT OF NON-COLLUSION

STATE OF _____)

COUNTY OF _____)ss

_____, of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Proposer

By: _____

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

My Commission Expires _____