CITY OF BROKEN ARROW

Request for Proposal
24.165

Window Cleaning Service

The City of Broken Arrow is inviting proposals to provide **Window Cleaning Service** in accordance with the terms and conditions detailed herein. The successful firm will enter into an annual agreement effective from the date of the City Council award through **June 30th, 2024**. Additional annual terms may be granted at the discretion of the City Council.

If you or your firm is interested in participating in the solicitation and review process, please submit a copy of your proposal, including a description of your services and fees and return to the **City of Broken Arrow Purchasing Division, 1700 West Detroit, Broken Arrow Ok. 74012 (East Building). on or before 10:30am CST, Thursday, June 13th, 2024. RFP Review will be on the same day at 11:00am CST at the Broken Arrow Purchasing Office 1700 West Detroit, Broken Arrow, OK 74012. Late bids will not be considered.**

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Broken Arrow City Council Meeting. Purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities; therefore, it should be noted that all other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. The successful proposer shall understand; however, that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the City of Broken Arrow City Council.

If you have any questions or need additional information, contact staff**, at phone number 918-259-7000 ext. 7227.**

Ryan Baze
Maintenance Services Director
City of Broken Arrow

Request for Proposal

24.165

Window Cleaning Service

1. **PURPOSE:** City of Broken Arrow wishes to contract with reliable vendors to provide **Window Cleaning Service for the City of Broken Arrow** according to the terms and conditions set forth in this Request for Proposal ("RFP").

2 **PERIOD OF CONTRACT PERFORMANCE:** The period of performance for goods and/or services subject to this solicitation and any resulting contract shall be from award through June 30, 2025, to include at the option of City of Broken Arrow, one-year annual renewal periods for July 1, 2025, to June 30, 2026, and July 1, 2026, to June 30, 2027.

3. **CONTRACT ADMINISTRATOR:** The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: Jeff Ocker and or Rob Holt Building Maintenance Division.

4. **QUESTIONS REGARDING THE RFP**: Email any technical issue and specification questions pertaining to this RFP to bapurchasing@brokenarrowok.gov by **3:30 p.m. on June 12th, 2024**. Include a phone number and specifically reference the section of the RFP in question. All questions must be submitted in writing. Questions and answers will be distributed to all suppliers solicited to avoid any unfair advantage. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and could lead to disqualification as a potential supplier. Any statements made by the district representatives do not modify the terms, conditions, and specifications of this RFP. Any changes to this RFP will be issued in a written addendum to the solicitation.

5. **STATEMENT OF NEED:** The contractor shall be capable of providing **Window Cleaning Service** listed in the contractor's RFP response, in accordance with the terms and conditions stated herein.

6. **GENERAL PERFORMANCE TASKS**: The contractor shall be responsible for the following minimum general requirements:

6.1.1 Furnish all labor, equipment, cleaning supplies and incidentals to provide the specified window cleaning service as outlined in the RFP for all facilities listed in Exhibit 2.

6.1.3 A supervisor inspection from selected vendor to be performed at each location to ensure requirements are being met. Must provide a report to Jeff Ocker and or

Rob Holt after each visit via by email. **Holt, Rob:** JHolt@brokenarrowok.gov and **Jeffrey Ocker:** jocker@brokenarrowok.gov

6.1.4 Window cleaning service shall not be billed or provided for on the City holidays listed in Exhibit 1.

6.1.5 Windows with screens; remove screens, clean windows, and reinstall screens once per year.

6.1.5 The prices offered in response to this RFP on Attachment A are to remain constant throughout the contract period and eligible renewal periods.

6.1.7 Resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within ten (10) working days from notification.

6.1.9 All exterior windows are to be cleaned quarterly.

7. **PROPOSAL SUBMISSION REQUIREMENTS:** Bidders shall sign this form in the space provided on the "Terms" and "Signature Sheet" and return bid documents to: The City of Broken Arrow, Purchasing Division, 1700 W. Detroit. **RFP documents must be returned in a sealed envelope. Mark outside of an envelope with Invitation for RFP Number: 24.165 and opening date of RFP (June 13th, 2024).**

- **Section A, Proposal Pricing**. Attachment A, the Pricing Summary
- **Section B, Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4, Exhibit 5**
- **Section C** Attachments A, B, C, and D completed and signed, as required.

8. **PROPOSAL AWARD:** The evaluation committee will review all proposals and make a recommendation to the **Broken Arrow City Council** for award to a responsive and responsible offeror who submits the proposal that is in the best interest of the **City of Broken Arrow.** Services may not commence until such approval is obtained.

9. **RESERVATION OF RIGHTS:** Contract Administrator or designee may require the removal from contract work of any employee of the contractor who is incompetent, careless, or insubordinate; who appears to be alcohol or drug impaired or otherwise objectionable; whose continued employment is contrary to a consistent good relationship between the parties to this contract; or who poses a safety risk.

10. TERMS AND CONDITION

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Proposer may not assign, transfer, or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the (Agency).

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE (AGENCY). Subject to the power and authority of the (Agency) as provided by law in this contract, the (Agency) shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The (Agency) shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF THE CONTRACT. ***Without*** cause, the (Agency) may cancel this contract at any time with thirty- (30) days written notice to the supplier/contractor. ***with cause***, the (Agency) may cancel this contract at any time with ten- (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the (Agency) and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the (Agency) (Purchasing Agent).

CHANGES IN WORK. The (Agency) may, at any time work is in progress, by written order **[*Buyer – if there are bonds, add here "and without notice to the sureties"*)**, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the (Agency) may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the (Agency). Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor's proposal.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS. Proposer hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Proposer's response**.** Proposer may submit an attachment entitled "Exceptions to Specifications," which must be signed by Proposer's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE

PRACTICE ACT. Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

COMPLIANCE WITH LAWS. All Proposals shall comply with current federal, state, local and other laws relative thereto.

CONTRACT INCORPORATION. This contract embodies the entire contract between the (Agency) and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittals, supplemental agreements, change orders, any required bond(s), and all written agreements which alter, amend or extend the contract.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the (Agency), in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Proposer's signed offer (Proposal) and (Agency)'s written acceptance shall constitute a binding contract.

INVOICES

The vendor shall be paid upon submission of proper invoices to Accounts Payable, P.O. Box 610, Broken Arrow, Oklahoma 74013 at the prices stipulated on the contract. Invoices shall contain the contract number (if applicable) and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, invoices and receive payment. If the bidder wish to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of (County), in state of (State). The parties further stipulate that the county of (County), (State), is the only appropriate forum for any litigation resulting from a of breach hereof or any questions risen here from.

SEVERABILITY. If any provisions, or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including *but not limited* to the Request For Proposals, Instructions To Proposer, Terms and Conditions, Detailed Specifications or Scope of Work, Proposal form, Special Provisions, Proposed Equipment & Material Manufacturers form, Experience Statement, Subcontractor's List, Workers Compensation Insurance Certificate, Contractor Guaranty statement and Proposal Security Bond.

Exhibit 1

City Holidays

New Year's Day

Martin Luther King Day

Presidents' Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving

Friday after Thanksgiving

Christmas Eve

Christmas

Exhibit 2

FACILITIES:

Facility	Cleaning Schedule	Location
City Hall	Once per quarter	220 S 1st Street Broken Arrow, Ok 74012
Senior Center (Annex)	Once per quarter	1811 S Main Street Broken Arrow, Ok 74012
Senior Center	Once per quarter	1800 S Main Street Broken Arrow, Ok 74012
Playhouse	Once per quarter	1800 S Main Street Broken Arrow, Ok 74012
Veterans Center	Once per quarter	1111 S Main Street Broken Arrow, Ok 74012
Historical Museum	Once per quarter	400 S Main Street Broken Arrow, Ok 74012
Arts @ 302	Once per quarter	302 S Main Street Broken Arrow, Ok 74012
Military Museum	Once per quarter	112 N Main Street Broken Arrow, Ok 74012

Exhibit 3

City of Broken Arrow, Oklahoma
Minimum Insurance Amounts

Owners Liability Insurance:

Comprehensive General Liability (with Broad form GCL endorsement)	
Per Accident……..	$1,000,000.00
Bodily Injury, per person……..	100,000.00
Property Damage, per claimant…….	100,000.00

Public Liability, Other Than Automobile:

Personal Injury, per person…….$	100,000.00
Personal Injury, per accident……	1,000,000.00
Property Damage, per person……...	100,000.00
Property Damage, per occurrence……	1,000,000.00

Automobile and Truck; Hired and Non-owned:

Personal Injury, per person…….$	100,000.00
Personal Injury, per accident……..	1,000,000.00
Property Damage, per person…….	100,000.00
Property Damage, per accident……..	1,000,000.00

Employers Insurance:

Employees Liability, per accident……$	1,000,000.00
Comprehensive General liability per accident…….	1,000,000.00
Bodily Injury, per accident……..	1,000,000.00
Property Damage, per claimant……	100,000.00

Workmen compensation:

Legal limits required by the State of Oklahoma

Exhibit 5

INSTRUCTIONS FOR SUBMITTING A SEALED REQUEST FOR PROPOSAL

1. PLACE BID IN AN OPAQUE ENVELOPE AND SEAL. **TYPE OR PRINT** RFP NUMBER AND OPENING DATE IN THE LOWER LEFT CORNERS

2. IF SENDING FEDERAL EXPRESS OR OTHER EXPRESS MAIL REQUIRING A SEPARATE ENVELOPE, PLACE THE ABOVE DESCRIBED IN THE EXPRESS MAILER. **DO NOT** PLACE BID DOCUMENTS IN THE EXPRESS ENVELOPE WITHOUT FIRST PLACING IN A SEPARATE ENVELOPE AS DESCRIBED IN ITEM ONE.

COMPANY NAME

YOUR RETURN ADDRESS

CITY OF BROKEN ARROW
PURCHASING DIVISION
1700 WEST DETROIT
BROKEN ARROW, OK 74012

RFP NUMBER
RFP OPENING DATE

PROPOSALS MAY BE REJECTED IF THE ABOVE INSTRUCTIONS ARE NOT FOLLOWED

Attachment A

RFP Window Cleaning Service

PRICING SUMMARY

Note: Pricing is to be firm through June 30, 2025.

Window Cleaning	**Quarterly Price**
City Hall	$_____
Senior Center (Annex)	$_____
Senior Center	$_____
Playhouse	$_____
Veterans Center	$_____
Historical Museum	$_____
Arts @ 302	$_____
Military Museum	$_____

1.List other optional services along with pricing.

_____ $_____

2.List any value-added services and / or volume discount information.

_____

Comments/Notes:_____
_____
_____
_____

Attachment B

References

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: _____Telephone: _____

Contact Name:_____ Title: _____

Address: _____

Email Address _____

(2) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Email Address _____

(3) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Email Address _____

Attachment C

INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: _____

COUNTY OF: _____

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

_____

_____

_____

_____

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X _____

Subscribed and Sworn to before me this _____ day of _____ 20_____

My Commission Expires: _____

_____

Notary Public

Attachment D

PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: _____

COUNTY OF: _____

_____, of lawful age, being first duly sworn, on oath says: 1. (S)he is the duly authorized agent of _____, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached; 2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and 3. neither the proposer nor anyone subject to the proposer's direction or control has been a party: a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X _____

Subscribed and sworn to before me this _____ day of_____ 20_____

My Commission Expires: _____

_____

Notary Public (or Clerk or Judge)