

# ALPHA EVERCLEAN COMPANY

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CUSTOM CLEANING SERVICES:  
INDUSTRIAL • COMMERCIAL

## CONTRACT TERMS

This agreement is between the City of Broken Arrow, an Oklahoma municipal corporation and Alpha Everclean Company ('Everclean'). This Agreement shall be in effect for an initial term of one year. Services are to begin July 1, 2019 through June 30, 2020, subject to termination by either party with thirty days written notice.

Everclean shall provide janitorial services as described in Exhibit "A" and agrees to provide such services per the pricing schedule in Exhibit "B". Everclean agrees to furnish all equipment, tools necessary to perform the services.

This agreement will provide for at the option of the City of Broken Arrow, successive annual or monthly renewal periods after the contract period by written agreement of the parties.

It is expressly agreed that Everclean is not and shall not be, during the term hereof, employees of the City but are independent contractors, and in this regard Everclean will not be within the protection or coverage of City's Worker's Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Everclean herein, the same being contract payments and not wages.

It is further understood and agreed that the customer shall not, at any time this agreement is in force or within one year of its termination, contract with or employ upon the premises covered by this agreement any employees of **Alpha Everclean Janitorial Service** who either (a) worked physically upon the premises, (b) acted in a supervisory capacity with respect to the premises, or (c) acted as a sales person for **Alpha Everclean Company** in soliciting the customer's business upon the premises, without written consent of an officer of **Alpha Everclean Company**.

The parties agree that this agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma.

## CONTRACT ADJUSTMENTS

Contracts covering regular services are normally established on a continuous basis with no provision for pre-arranged adjustments. However, if additional service – or less service – is required, or if anything else occurs which tends to have a significant effect on the contract price – increases in our usual contract, inflationary changes in our economy, etc. – we will then negotiate an adjustment with you. Thirty days advance written notice will be given prior to any requested contract adjustments.

If this agreement is approved, please sign the enclosed copy, fill in the effective starting date and return to:

Customer Satisfaction Guaranteed  
Call us for free estimates

3704 West Detroit • Broken Arrow, Oklahoma 74012 • Tel (918)-845-1332/Fax (918)-286-1755

# ALPHA EVERCLEAN COMPANY

CUSTOM CLEANING SERVICES:  
INDUSTRIAL • COMMERCIAL

**Alpha Everclean Company**  
3704 West Detroit Street  
Broken Arrow, Oklahoma 74012  
918-845-1332

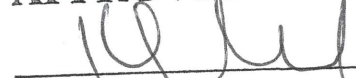
This Portion To Be Completed By Client

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019 \_\_\_\_\_

By \_\_\_\_\_

Title Mayor

**APPROVED AS TO FORM:**

  
Deputy City Attorney

Approved as to form \_\_\_\_\_

1) Clerk Attest \_\_\_\_\_

This Portion To Be Completed By Alpha Everclean

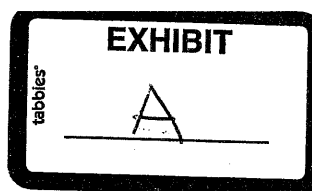
Accepted this 23 day of May, 2019 \_\_\_\_\_

By Christian Udoumoh

Title president

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## REQUEST FOR PROPOSAL FOR CUSTODIAL SERVICES

**SCOPE OF WORK:** Furnish all labor, equipment, cleaning supplies and incidentals to provide the specified custodial services as outlined in the required service section for the following facility with an option to include paper/consumable goods.

### **FACILITY:**

1. Public Safety Complex- 1101 N. 6<sup>th</sup> St., Broken Arrow, OK.  
Description of facility: This is a secure Public Safety facility and is occupied 24/7. The building is approximately 70,000 square feet with 55,000 of that being occupied. The occupied space is the subject of this proposal.
2. The building will be occupied by approximately 60 full time employees and consists, of but not limited to, the following:
  - 4 custodial closets
  - 5 restrooms
  - 40 offices
  - 8 conference/meeting rooms
  - 1 kitchen
  - 2 classrooms
  - 5 break rooms
  - Multiple common areas and hallways
  - Offices are carpeted and other floor areas feature hard flooring such as ceramic and vinyl.

**REQUIRED SERVICE:** Contractor shall provide the following services at a minimum:

1. Restrooms:
  - Clean and sanitize toilets, sinks, and urinals, stall walls and doors
  - Empty, line and clean trash receptacles
  - Fill and clean soap dispensers
  - Clean and polish glass, mirrors and chrome hardware
  - Sweep, clean and mop floors
  - Clean walls by sinks and urinals
2. Floors:
  - Sweep and clean hard floors
  - Vacuum rugs, carpets and mats to include minor spot removal
3. Doors, walls, partitions, windows:
  - Clean entrance glass doors
  - Dust ledges and window sills
  - Spot clean doors, frames, handles, push plates, kick plates, thresholds, walls, and base boards
4. Miscellaneous:
  - Empty and line all trash receptacles
  - Damp wipe vending machines, refrigerators and ice makers
  - Dust desks, tables, and phones
  - Clean, polish and sanitize all drinking fountains
  - Clean and sanitize kitchen area
  - Clean light switches
  - Remove all collected trash to provided dumpsters outside the facility

### **CUSTODIAL SERVICE SCHEDULE:**

- Custodial services shall be provided on a daily basis beginning on Monday 6 p.m. and ending on Saturday 6 a.m. All services shall be conducted and completed during non-business hours. Non-business hours include the time period between 5 p.m. and 6 a.m. each day.
- Custodial services shall not be billed or provided for on the following Holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Eve and Christmas Day.
- The period of performance for services received subject to this bid and any resulting contract shall be as agreed and negotiated. It is our intent to award a contract for an initial term of one (1) year, based on annual available funding. Services are tentatively set to begin July 1<sup>st</sup>, 2019 thru June 30<sup>th</sup>, 2020. This agreement may be terminated by either party by giving a thirty (30) day written notice prior to the termination date. The Police Department may stop services due to funding, lack of service needed, poor performance or any other reason deemed appropriate by the City of Broken Arrow Police Department.
- The agreement may be amended or altered from time to time, either in part or in whole, by written agreement signed by each of the parties hereto.
- The contract will provide for, at the option of the City of Broken Arrow successive month renewal periods after the contract period until such time new proposals are sought.
- Additional services, not part of the contract, such as window cleaning, floor stripping/sealing, and carpet cleaning will be quoted on an as needed basis. Additional quotes may be sought from other contractors and awarded based on which is most advantageous for the Broken Arrow Police Department.

### **OTHER:**

- All Contractors desiring to provide custodial service are encouraged to become familiar with the site prior to submitting a proposal. The Contractor shall not be relieved from assuming all responsibility for properly estimating the total square footage and difficulties and the cost of performing the services required due to failure of investigating the conditions or becoming acquainted with all services to be performed. To schedule an inspection of site, contact Roger Edwards, Building Maintenance Manager @ 918-259-7000 ext. 7227 or (cell 918-857-5910) or by e-mail at R.Edwards@brokenarrowok.gov
- The contractor must make all attempts to safe guard City and its employee's personal belongings within the facility and not to damage the facility or any of its amenities or contents. The City reserves the right to collect for loss and damages that are incurred by the contractor during the service contract. Damages will subject to claim by the City under provisions of public liability and the contractor's insurance policy. **The City's Minimum Insurance requirements are included in this proposal. Proof of compliance must be included with your proposal.**

- Contract shall not be assigned or subcontracted by the contractor in part or whole without the written consent of The City of Broken Arrow.
- No award will be made until the City of Broken Arrow has had sufficient time to evaluate the proposals. The City of Broken Arrow reserves the right to contract in the best interest of the city.

### **BACKGROUND CHECKS OF CONTRACTOR EMPLOYEE:**

The City of Broken Arrow Public Safety Complex houses confidential personal information of citizens. A significant amount of this information is sensitive in nature resulting in federal and state law enforcement agencies requiring local law enforcement to take appropriate steps to ensure the information remains confidential.

The contractor's custodial services will be performed throughout the Public Safety Complex after normal business hours and sometimes in the absence of direct oversight. As a result, it is necessary for the City of Broken Arrow to ensure all unescorted individuals into restricted areas receive authorized access in advance by the Police Chief or his/her designate.

In advance of any employee of the contractor being granted access to the Public Safety Complex, each employee of the contractor must submit to a criminal background check performed by the Broken Arrow Police Department. The background check will identify the criminal conviction history of the contractor's employee. The Police Chief or designate shall have full authority to determine if the authorization to restricted areas shall be granted.

All expenses related to this criminal background check will be incurred by the Broken Arrow Police Department. Each individual subjected to the criminal background check will be required to sign an acknowledgment and consent form. The background check will require the following information to be provided to the Police Department:

- Full Name ( including any/all previous names or aliases)
- Date of Birth
- Social Security Number
- Fingerprinting will also be required

Upon successful completion of the background check the employee of the contractor will be provided an ID badge. The badge must be displayed at all times.

### **IMMIGRATION COMPLIANCE:**

- Contractor shall:
  - at all times during the term of this Contract, comply all respects with immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 ( Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and

- properly maintain, during the term of this Contract, any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor’s employees; and
- verify the employment eligibility for all employees hired on or after July 1, 2008 through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract. and
- Contractor will indemnify, defend and hold harmless the City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Contractor’s failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees utilized by Contractor.

#### **BILLING:**

- The City of Broken Arrow requires a single monthly invoice for all service included in this contract. All billing will be based on a calendar month.
- The Vendor shall submit with the invoice an itemized report showing, at minimum, the Department, location, and service provided.
- Billing shall be on or before the 15th of the month.
- The City shall not be billed for service not performed through no fault of its own. This may include inclement weather or other natural disasters that may prevent the normal scheduled custodial activities from occurring.

#### **Definitions:**

- 1.) **Cleaning supplies:** Means the typical products used to clean and sanitize the various items in the facility. Such items include, but not limited to: rags, glass cleaner, disinfectants, soaps, and other cleaning/polishing products.
- 2.) **Paper/consumable goods:** Means the disposable items in use throughout the facility. Such items include, but not limited to: paper towels, toilet paper, hand soap, trash can liners, feminine products and air fresheners.
- 3.) **Equipment:** Means the various tools used to facilitate cleaning services. Such items include, but not limited to: Dust mops, brooms, janitorial carts, vacuums, floor buffers, mop and mop buckets, dusters, spray bottles.
- 4.) **Labor:** Means the contractor’s personnel and associated transportation required to perform the cleaning services.

- 5.) **Incidentals:** Means miscellaneous items required to support and continue cleaning services. Such items include, but not limited to: replacement vacuum bags, belts, hoses, equipment maintenance and repair, batteries for equipment, latex gloves, paper, pencils, checklists and other such items utilized or required by the custodial staff.

**PROPOSAL SUBMISSION REQUIREMENTS:**

Vendor must submit their proposal with the following information and shall follow all instructions and requirements contained in this bid. Failure to submit a proposal on the provided forms for that purpose may be cause for rejection. Return of this complete document is required. Modification of or additions to this solicitation may be cause for rejection; however, the City of Broken Arrow reserves the right to decide, on a case basis whether to reject such a proposal.

**Proposal:** Vendor must provide a written proposal indicating all services to be provided and the associated monthly cost. The proposal shall indicate pricing with and without paper/consumable goods. This proposal shall meet the minimum requirements described above and, at contractors discretion, may include other services that add value to their proposal. Any exceptions to the minimum requirements of this request for proposal shall be clearly described in the bidder's proposal.

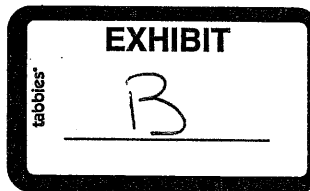
Submit the proposal with the following documents attached:

- One (1) original proposal agreement for review of legal terms and conditions: Submit with your bid a sample agreement for the City to review.
- Vendor Qualifications Letter: On company letterhead, vendor must include a letter describing the age and location of business and vendor's qualifications, ability and experience to perform this service. It shall also state the total number of employees, to include any managers/supervisors planned to service this facility.
- References: Provide at least three references from the Tulsa/Broken Arrow metropolitan area where you currently provide custodial services.
- Proposal Affidavit
- Interest Affidavit
- Proof of Insurance: Prior to start of services, the successful vendor will be required to supply proof of insurance, with the City of Broken Arrow named as additional insured, issued by the same insurance company as the vendors liability coverage.  
(The City's Minimum Insurance requirements are included in this proposal.)

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## Bid Price Specification

Alpha Everclean Company will provide Janitorial/Custodial Services at the Public Safety Complex, 1106 North 6<sup>th</sup> Street, Broken Arrow, OK:

- Contract amount without paper consumable per month --- **\$3,005.00**
- Contract amount with paper consumable per month --- **\$3,449.00**
- Extra work quote as need: E.G. – stripping and waxing floors, carpet extraction, etc...

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