

**File Attachments for Item:**

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-102; A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SOURCE ONE FACILITY MAINTENANCE IN THE AMOUNT OF \$43,046 TO PROVIDE CUSTODIAL SERVICES FOR THE ADULT WELLNESS CENTER AND BUDGET APPROPRIATION FROM THE GENERAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 12/12/2023

**REQUESTER:** Lance Harper, Facilities and Construction Manager

**PRESENTER:** Jason Olsen, Director of Parks and Recreation

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-102; A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SOURCE ONE FACILITY MAINTENANCE IN THE AMOUNT OF \$43,046 TO PROVIDE CUSTODIAL SERVICES FOR THE ADULT WELLNESS CENTER AND BUDGET APPROPRIATION FROM THE GENERAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

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### BACKGROUND:

The Facility Maintenance division's janitorial staff consists of two full-time employees who are assigned daily duties with supply chain deliveries, cleaning inspections, and daily cleaning of needed areas on the main campus. As we no longer employ staff members to perform custodial cleaning, the facilities maintenance division has entered into month-to-month cleaning agreements with a custodial contractor to perform cleaning services at the City's main complex buildings A, B, and C.

In Spring 2022, a contract was signed to build the new Adult Wellness and Education Center (AWE) at 602 North Findlay Avenue. The AWE opened to the public in November of 2023. The Wellness Center is a 50,000-square-foot building with a spacious gym, indoor exercise pool, craft and art rooms, exercise classrooms, meeting rooms, and physical therapy rooms.

### DISCUSSION:

Four proposals to provide custodial services for the AWE were received in the Parks and Recreation office through RFP- 2324-28 on November 1, 2023, from Source One, Capitol Cleaning, Central Janitorial, and Reliance Cleaning.

Proposals were reviewed and evaluated by Facility Maintenance staff based on experience providing similar services, references, cost, and overall ability to deliver specified services. After assessing each proposal, staff recommended the proposal submitted by Source One Facilities Maintenance. Source One is a full-service commercial janitorial cleaning company located in Tulsa with an office in the Oklahoma City metro. Source One is currently cleaning a MAPS 3 Wellness Center in Oklahoma City, First Oklahoma Bank in Tulsa, and Mid-Del Tech Center in Midwest City. References were checked, and positive reviews were provided for Source One's

work. The proposal submitted by Source One includes a base fee of \$3,588 per month plus per-occurrence fees for deep cleaning of floors and windows. The FYE 2024 budget does not include funding for this facility's services. Staff will request a recurring budget increase to cover the total contract amount during the FYE 25 budget process.

**RECOMMENDATION 1:**

Staff recommends appropriating \$43,056 from the General Fund Balance (account 10-29000) to the Facility Administration Miscellaneous Services-Other account (10770430-44799).

**RECOMMENDATION 2:**

Staff recommends approval of Contract K-2324-102 in the amount of \$43,056 with Source One Facility Maintenance to provide custodial services for the Adult Wellness Center.

AGREEMENT FOR PROFESSIONAL CUSTODIAL SERVICES  
FOR THE CITY OF NORMAN WELLNESS CENTER

This Agreement is entered into between The City of Norman ("CITY") and Source One Facility Maintenance Services, Inc. ("Source One") for the following reasons:

1. The CITY requires custodial services ("Services") for the City of Norman Wellness Center located at 602 N. Findlay Ave, Norman, Oklahoma 73071; and,
2. Source One is prepared to provide the Services as outlined in the proposal submitted November 1, 2023, as Exhibit "A" to this Agreement included herein and made a part hereof.

In consideration of the promises contained in this Agreement, CITY and Source One agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be the 1<sup>st</sup> day of January, 2024 and shall extend until January 1, 2025. The terms and provisions of this contract may be extended by mutual agreements of the parties for four (4) additional twelve (12) month periods unless the contract amount changes and only after sufficient appropriations shall have been made for the particular fiscal year in which renewal is sought.

**ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Oklahoma. Any actions brought under the terms of this Agreement shall be heard in the United States District Court for the Western District of Oklahoma or in the District Court of Cleveland County, Oklahoma.

**ARTICLE 3 – PERFORMANCE AND STANDARD OF CARE**

The same degree of care, skill, and diligence shall be exercised in the performance of the Services, "Option 2" allocating for 6 days per week at 7.5 hours per night for a total price per month of \$3,588.00 as further described in Exhibit "A". In terms of the standard of excellence, 100% excellence in compliance and in the work performed shall be the goal.

**ARTICLE 4 – INDEMNIFICATION AND LIABILITY**

Indemnification. Source One agrees to defend, indemnify, and hold harmless the CITY, its officers, servants, and employees, from and against any and all liability, loss, damage, cost and expense (including attorney's fees and accountants fees) caused by an error, omission, or negligent act of Source One in the performance of Services under this Agreement. The CITY agrees to defend, indemnify and hold harmless Source One, its officers, servants and employees, from and against any all liability, loss, damage, cost and expense (including attorney's fees and accounts' fees) caused by an error, omission, or negligent act of the CITY in the performance of Services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. Source One and the CITY each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by the CITY or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by Source One shall not in any event be deemed a waiver of any action, right, or remedy otherwise available to the CITY under Oklahoma law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

#### ARTICLE 5 – INSURANCE

During the performance of the Services under this Agreement, Source One shall maintain Worker's Compensation insurance in accordance with State Laws and Employer's Liability insurance in the following amount, pursuant to State Law:

- (a) 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.
- (b) All Other Liability—In an amount not less than one hundred twenty five thousand dollars (\$125,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.
- (c) Single Occurrence of 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.

This 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) business day's prior written notice to the CITY. Certificates of Insurance shall be delivered to the CITY prior to the commencement of the Agreement.

#### ARTICLE 6 – TERMINATION

This Agreement may be terminated by either party upon thirty (30) day written notice to the other party.

#### ARTICLE 7 – NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

CITY:

Lance Harper  
Facility and Construction Manager  
City of Norman P.O. Box 370  
Norman, OK 73070 405-779-6525

Source One:

Cliff Litchfield  
Director of Sales and Operations  
5424 S 99<sup>th</sup> E. Ave  
Tulsa, Ok 74716  
918-551-6300

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of CITY and Source One.

#### **ARTICLE 8 – DISPUTES**

In the event of a dispute between CITY and Source One arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

#### **ARTICLE 9 –NONDISCRIMINATION**

Source One agrees that it, or any of its subcontractors, will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

#### **ARTICLE 10 – NON-WAIVER**

No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity. Further, any waiver by either CITY or Source One of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other further breach.

#### **ARTICLE 11 – ENTIRE AGREEMENT; AMENDMENTS**

This Agreement, including Exhibit "A", the proposal submitted by Source One on November 1<sup>st</sup>, 2023, incorporated by reference, represents the entire and integrated agreement between CITY and Source One. It supersedes all prior and contemporaneous communications, representations, and agreements, wither oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended or modified, except in writing, signed by each of the parties hereto.

#### **ARTICLE 12 – SEVERABILITY**

If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

#### **ARTICLE 13 – ASSIGNMENT**

Neither CITY nor Source One shall assign any rights or duties under this Agreement without the prior written consent of the other party.

#### **ARTICLE 14 – NO THIRD PARTY RIGHTS**

The services provided for in this Agreement are for the sole use and benefit of CITY and Source One. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and Source One.

#### **ARTICLE 15 – BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the CITY and Source One, have executed this Agreement,

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

**The City of Norman:**

Signature: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form and legality this 7<sup>th</sup> day of December 2023

  
City Attorney

**Source One Management Services, Inc.:**

Signature: 

Name: Mark Ferrell

Title: CHIEF OPERATING OFFICER

STATE OF OKLAHOMA SS: COUNTY OF Tulsa

Before me, the undersigned, a Notary Public in and for said County and State, On this 20 day of November 2023, personally appeared Mark Ferrell to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as his free and voluntary act and deed for the sue and purposes therein set forth.

WITNESS my hand and seal the day and year last above written,

Notary Public: 

My commission: Expires 01-30-2027  
#23001459

CLIFFORD N LITCHFIELD  
Notary Public, State of Oklahoma  
Commission # 23001459  
My Commission Expires 01-30-2027

## EXHIBIT A





Lance,

I am writing to express our strong interest in the Janitorial Services Request for Proposal (RFP-2324-28) for the New Adult Wellness Center. SourceOne is committed to delivering top-notch janitorial services that not only meet but exceed your expectations.

With over 20 years of experience in the janitorial services industry, we have built a solid reputation for providing comprehensive and cost-effective solutions. Our team is dedicated to maintaining a clean, safe, and welcoming environment for your organization. We understand that cleanliness is crucial for the well-being of your employees and visitors.

Our proposal will include a detailed plan for:

1. **Cleaning Services:** We will outline the cleaning schedule, methods, and techniques we will employ to ensure that your facility remains spotless and sanitary.
2. **Trained Staff:** Our skilled and trained janitorial staff will be well-versed in best practices and safety protocols to ensure the highest quality service.
3. **Quality Assurance:** We have rigorous quality control measures in place to ensure consistency and satisfaction. Regular inspections and customer feedback will be part of our approach.
4. **Sustainability:** Source is dedicated to environmental sustainability. We will detail our eco-friendly cleaning practices and the products we use to minimize our environmental footprint wherever possible.
5. **Pricing and Cost Structure:** Our proposal will provide transparent pricing and a clear breakdown of costs to help you understand the value we offer.
6. **References:** We will include references from our satisfied clients to demonstrate our track record.
7. **Insurance and Compliance:** We will provide proof of insurance and compliance with all relevant regulations.

We are confident that our proposal will demonstrate our commitment to providing exceptional janitorial services tailored to your needs. Our aim is to establish a long-term partnership with the City of Norman and contribute to the success of your operations.

Thank you for considering our proposal. We look forward to the opportunity to discuss our janitorial services in more detail and address any questions or concerns you may have. Please feel free to contact me at 918-551-6300 or via email at [Cliff.Litchfield@sourceone-usa.com](mailto:Cliff.Litchfield@sourceone-usa.com).

Sincerely,

Tulsa  
(918) 551-6300

**SOURCEONE Management Services, Inc.**  
5424 South 99<sup>th</sup> East Ave  
Tulsa, OK 74146  
(918) 551-6302 fax

OKC  
(405) 753-4144



RFP-2324-28

Janitorial services for this RFP encompass a wide range of cleaning tasks and responsibilities. SourceOne will be:

1. **Sweeping and Mopping:** Janitors sweep and mop floors to remove dirt, dust, and debris. This includes hard floors in lobbies, hallways, and common areas. This service to be performed daily.
2. **Vacuuming:** Carpets are regularly vacuumed to remove dirt, dust, and allergens. This helps maintain the appearance and cleanliness of the carpeted areas. This service to be performed daily.
3. **Dusting:** Janitors dust surfaces such as desks, shelves, windowsills, and other flat surfaces to eliminate dust and keep them clean. This service to be performed daily.
4. **Trash Removal:** Emptying and replacing trash can liners and disposing of waste in designated bins. This service to be performed daily.
5. **Restroom Cleaning:** Thorough cleaning of restrooms includes disinfecting toilets, sinks, and fixtures, as well as refilling soap and paper towel dispensers. This service to be performed daily.
6. **Window Cleaning:** Janitors may clean and wipe down windows, mirrors, and glass surfaces to ensure they are free of streaks and smudges. Entrance Glass doors (inside and out) to be cleaner Daily, inside the building glass to be cleaned monthly unless otherwise requested or needed. Outside windows to be cleaned as directed by Facilities see the pricing section.
7. **Kitchen and Break Room Cleaning:** Cleaning and sanitizing kitchen and break room areas, including appliances, countertops, and tables, to maintain a clean and safe space for employees & guests. This service to be performed daily.
8. **Floor Care:** This can involve tasks like stripping and waxing hard floors to maintain their shine, and carpet cleaning to remove stains and refresh the appearance. Spot Carpet cleaning to be performed upon request, entire carpet areas to be extracted on an annual basis.

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9. **High-Dust Cleaning:** Removing dust and cobwebs from ceilings, vents, and other high or hard-to-reach areas. This service to be performed monthly below 9 feet.
10. **Disinfection:** In response to health concerns like COVID-19 or RSV, janitorial services may include enhanced disinfection of high-touch surfaces and common areas to reduce the risk of infection. This service to be performed on an as needed basis, some disinfection will be completed during the normal cleaning process however, we suggest the use of a Vital Oxide treatment in case of an outbreak.
11. **Specialized Cleaning:** Some facilities may require specialized cleaning, such as pool decks or locker rooms. These areas demand specific cleaning methods and protocols. Such as the spraying of the pool deck daily.
12. **Emergency Cleanup:** Janitors may be responsible for addressing spills, accidents, or other unforeseen cleaning needs as they arise. The service performed on an as needed basis.
13. **Supply Management:** Restocking and managing cleaning supplies, toiletries, and other consumables as necessary. This service performed daily.
14. **Outdoor Area Maintenance:** Depending on the facilities requirements, this may include tasks like picking up litter up to a certain distance from the entrances and emptying outside trash receptacles. This service performed daily.
15. **Regular Inspection and Quality Control:** Janitorial services will include routine inspections to ensure cleaning standards are met and maintained. Once a month with the facilities manager and weekly by a site manager from SourceOne, using our software *Clean Smarts* with reporting available in real time. Our site managers and cleaners are specifically trained to look for and report any building issue that is discovered.

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**Microbiological Testing Additional Information.**

Technology has been developed that will enable managers to measure the effectiveness of cleaning programs. APPA's custodial guidelines and levels of appearance were a quantum leap in an industry that up through the late 1980s demonstrated little interest in any form of industrial quality measurement in the field of custodial operations, especially as it related to appearance levels or levels of cleanliness. As we move to the future, new measurement technologies are available, such as the adenosine triphosphate (ATP) meter (see Figure 5). This meter identifies ATP on a surface. According to Robert W. Powitz, Ph.D, MPH, "ATP is the primary energy transfer molecule present in all living biological cells on earth—its measurement is a direct indication of biological activity. Simply stated: no biological contamination, no microbial growth." The advantage of the ATP meter over the traditional method of colony counts is that it provides data in real time (i.e., seconds instead of days) and at a low cost. This provides for immediate feedback and allows for quick corrective action as needed. Other measurement instruments are currently being used, such as handheld air-monitoring equipment, water quality monitoring meters, ultraviolet-revealing technology, and volatile organic compound measuring units.

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Figure 5. ATP Meter

- Moving toward cleaning the unseen.** During the past decade, custodial services has been barraged with increased expectations to prepare to respond to viral outbreaks or pandemics. This requires an increased level of sophistication on the part of the custodial services manager. Not only must custodial services respond to make surfaces visibly clean (i.e., remove dirt and trash), the expectation is that the invisible dirt or micro-organisms and bio-pathogens will also be removed. Custodial services is not just cleaning for appearances, but cleaning for health. To accomplish this, the

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manager will need to implement a systems approach to cleaning that uses best practices to clean facilities, and to measure the effectiveness of the cleaning program using a technologically sophisticated version of the old inspection process—the new process will measure the presence or absence of the unseen dirt. Such an approach uses scientific instrumentation to measure the effectiveness of the cleaning processes and requires the use of best practices, chemicals, and equipment to produce the final result: hygienically clean facilities, using processes and practices that address the philosophy of “cleaning for health.”

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**SourceOne Facilities Management Call Tree for Emergency Services**

1<sup>st</sup> David Rechter Site Manager

918-210-9806

[david.rechter@sourceone-usa.com](mailto:david.rechter@sourceone-usa.com)

2<sup>nd</sup> Cliff Litchfield Director of Operations

918-231-0123

[cliff.litchfield@sourceone-usa.com](mailto:cliff.litchfield@sourceone-usa.com)

3<sup>rd</sup> Parker Ferrell Site Manager

918-625-9532

[parker.ferrell@sourceone-usa.com](mailto:parker.ferrell@sourceone-usa.com)

4<sup>th</sup> Ian Litchfield Inspector

405-630-4137

5<sup>th</sup> Mark Ferrell President

918-857-3388

[mark.ferrell@sourceone-usa.com](mailto:mark.ferrell@sourceone-usa.com)

Calls Answered 24 / 7

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(918) 551-6300

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### **References**

Cindi Stearns, Executive Director  
**Mid-Del Tech Center**  
 1621 Maple Drive  
 Midwest City, OK. 73110  
 405-739-1707 x 6384  
[estearns@mid-del.net](mailto:estearns@mid-del.net)

John McIntosh, SVP/Facilities & Security  
**First Oklahoma Bank**  
 100 South Riverside Drive  
 Tulsa, OK. 74037  
[John.mcintosh@firstoklahomabank.com](mailto:John.mcintosh@firstoklahomabank.com)

Allen Granger, Director Facilities  
**CACI**  
 1224 Rex Madeira Road  
 Lawton, OK. 73501  
 580-678-2668  
[Allen.r.granger2.ctr@mail.mil](mailto:Allen.r.granger2.ctr@mail.mil)

Chris Patuto, Facilities Manager  
**Community Care College**  
**Oklahoma Technical College**  
**Clary Sage College**  
 4242 South Sheridan  
 Tulsa, OK. 74145  
 918-610-0027  
[cpatuto@communitycarecollege.edu](mailto:cpatuto@communitycarecollege.edu)

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**Pricing Details for:**

City of Norman  
Adult Wellness Center  
602 N Findlay  
Norman, OK 73069

RFP-2324-28

Option	Furnished S/F	Frequency	Man Hours per Night	Price/Month
Option 1	23,000	5 Days/Week	5.5	<b>\$2,250.00</b>
Option 2	23,000	5 Days/Week	7.5	<b>\$2,940.00</b>

Option 1 +	23,000	5 Days/Week	5.5	\$2,250.00
Day Porter	4 Hour Day Porter 5 Days/Week M-F			\$1,395.00
Opt 1 + Day Porter Total..:				<b>\$3,645.00</b>

Option 2 +	23,000	5 Days/Week	7.5	\$2,940.00
Day Porter	4 Hour Day Porter 5 Days/Week M-F			\$1,395.00
Opt 2 + Day Porter Total..:				<b>\$4,335.00</b>

Additional Services Upon Request	
Exterior Window Cleaning @ \$1,992.00/Event	
Carpet Extraction @ \$0.17/s.f.	
Strip & Refinish LVT @ \$0.35/s.f.	
Vital Oxide Disinfection @ \$0.08/s.f.	
Microbial Quarterly Testing @ \$1,295.00/Year	

**Terms and Conditions:**

- All services will be performed in accordance with industry standards and the specifications included in this proposal.
- Prices are subject to change upon agreement of renewal.
- Termination of the contract requires a 30 day written notice by either party.
- **Payment Terms:** Invoices are sent on the 1st of the following month of service provided and is due 15 days from invoice date.

## AFFIDAVIT OF NON-COLLUSION

STATE OF OKLAHOMA )COUNTY OF TULSA )ss

Mark Ferrell, 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.

Source One  
Proposer

By: Mark Ferrell

Subscribed and sworn to before me on this 31 day of October, 2023

[Signature]  
My Commission Expires 1-30-2027

CLIFFORD N LITCHFIELD  
Notary Public, State of Oklahoma  
Commission # 23001459  
My Commission Expires 01-30-2027

Client:



Vendor:



Company Name

SourceOne Management Services, Inc.

Address

5424 S 99th E Ave

City, State Zip

Tulsa, OK 74129

Accepted by

Accepted by

Title

Title

**Pricing Details for:**

City of Norman  
Adult Wellness Center  
602 N Findlay  
Norman, OK 73069

RFP-2324-28

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Additional Services Upon Request
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Microbial Quarterly Testing @ \$1,295.00/Year

**Terms and Conditions:**

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- Prices are good on a month to month basis until a permanent PO is available.
- Prices are subject to change upon agreement of renewal.
- Termination of the contract requires a 30 day written notice by either party.
- **Payment Terms:** Invoices are sent on the 1st of the following month of service provided and is due 15 days from invoice date.