

NOTICE TO BIDDERS

Sealed bids will be received in the Office of the Ottawa County Clerk, Reba G. Sill, at 102 East Central Avenue, Suite 103 in Miami, Oklahoma 74354, until 9:05 AM on June 23, 2014. Bids will then be opened and read aloud by the Ottawa County Board of Commissioners on the following:

COURTHOUSE JANITORIAL SERVICES **FOR THE PERIOD JULY 1, 2014 THROUGH DECEMBER 31, 2014**

Prospective bidders are urged to tour the Courthouse and Courthouse Annex facilities in order to fully comprehend the Scope of Work required under the terms of this Bid for Janitorial Services.

Contractor shall be required to clean the Common Areas (foyer, hallways, vending area, waiting areas, staircase, elevators) and Public Restrooms within the Ottawa County Courthouse and Courthouse Annex five (5) times each week, **Monday through Friday**, anytime between the hours of **5:00 PM and 8:00 AM**, but not to exceed a maximum of 25 hours per week.

Contractor will also be required to inspect the Community Room and Conference Rooms located in the Ottawa County Courthouse Annex every weekday and clean as often as is needed (**but no less than once each week**) during that same 25-hour work week.

Daily Cleaning of Common Areas shall consist of:

1. Gather the trash collected by each Office. Dispose of trash in the dumpster located at the southeast corner of the Courthouse or northeast corner of the Annex.
2. Clean the inside and outside of elevators, entrance doors, door frames, handles and thresholds. Clean the exterior of doors to Courthouse Offices.
3. Remove smudges from interior windows, on and around doors and door jambs, push plates and light switches.
4. Disinfect staircase handrails and benches in hallways daily.
5. Refill hand sanitizer dispensers located in Common Areas as needed.
6. Vacuum all carpeted areas, including area rugs.
7. Sweep and damp mop hard surface areas, including staircase.
8. Empty all trashcans in Common Areas; replace trashcan liners as needed.
9. Remove and dispose of cigarette butts and trash in receptacles located outside the front doors of the Courthouse and rear doors of the Annex.

Daily Cleaning of Public Restrooms shall consist of:

1. Disinfect toilets, urinals and sinks; polish mirrors and bright metal; clean partitions, sheetrock walls, tile walls and fixtures; sweep and mop floors with a germicidal cleaning agent.
2. Refill toilet tissue, paper towels, soap, air deodorizer and urinal blocks as needed.
3. Empty all waste receptacles; replace liners as needed.

Weekly Cleaning of Common Areas shall include:

1. Dust surface of desks, tables, chairs and other furniture in the Common Areas.
2. Gather trash, dust, vacuum, sweep and damp mop the Commissioners' Public Meeting Room.

Contractor shall be responsible for the labor only to perform these duties properly and professionally. Ottawa County will provide all cleaning equipment and supplies. Contractor is to provide the County with a list of items needed when inventory is low, so that supplies can be ordered before stock is depleted.

The Contractor's services will not be required on day(s) the Courthouse is closed in observance of a Holiday (see enclosed copy of Resolution declaring Holidays) or should the Courthouse be closed due to inclement weather or natural disaster. In the event the Courthouse is closed unexpectedly, the Contractor will be notified as early as possible.

In the event of sickness or emergency, Contractor must notify the Commissioners' Office as soon as possible by calling 918-542-9408 during business hours or Gary Wyrick, Chairman of the Board, at 918-533-5997 after business hours. Payment for services rendered during a month in which the Contractor was absent will be adjusted accordingly by dividing the contractual monthly payment by the number of weekdays in that month and deducting for the day(s) missed. Excessive absences shall be grounds for the termination of Janitorial Contract.

Contractor must provide the Office of the County Clerk with an Invoice listing days and hours worked during the month by the 5th day of the following month. Contractor shall be compensated by the 15th of each month for services rendered during the preceding month.

Confidential documents are located in Ottawa County Courthouse and Annex Offices. **Breach of Confidentiality shall be grounds for immediate termination of Janitorial Contract and possible prosecution.** Contractor's actions will be captured on Courthouse Security System and periodically reviewed.

These Janitorial Services are not to be sub-contracted. Only the individuals designated by this Contract shall be present in the building while services are performed. No one under the age of eighteen (18) will be permitted in the Courthouse after business hours. Contractor must agree to adhere to all safety and fire protection rules of the Courthouse during the performance of these duties.

Use of County-Owned equipment (i.e. telephones, fax machines, copiers, computers, etc) is strictly prohibited and will be grounds for immediate termination of Janitorial Contract and possible prosecution.

Within the limitations of the laws of the State of Oklahoma, the Contractor shall hold harmless the State of Oklahoma and the County of Ottawa from all suits, actions or claims brought as a result or consequence of any neglect or misconduct by the Contractor or any employee of the Contractor.

Within ten (10) days following notification of Award of Bid, Contractor must:

1. Sign a Service Contract and Confidentiality Agreement.
2. Pass a background check.
3. Complete an Affidavit of Exempt Status under the Workers' Compensation Act, which certifies that – as an Independent Contractor – he or she is not eligible to receive Workers' Compensation benefits.
4. Sign a Waiver holding Ottawa County harmless from any and all lawsuits, actions or claims.

Bids submitted must be clearly marked on the outside of a sealed envelope:

BID 2014-2015.05: COURTHOUSE JANITORIAL SERVICES

OPEN: JUNE 23, 2014 @ 9:05 AM

and must be accompanied by a completed and notarized “**Statement of Non-Collusion**” as required by O.S. 74, Section 85.22.

Bids submitted must include three (3) Client references and one (1) Bank reference.

The successful bidder must comply with O.S. 19, Chapter 33 (Purchasing Procedures).

Bids received late will be returned unopened.

The Ottawa County Board of Commissioners reserves the right to reject any or all bids and/or make an award to other than the low bidder, if such an award is deemed to be in the best interest of the County.

Brenda M. Ellis,
First Deputy County Clerk

THIS PAGE MUST BE SUBMITTED

OTTAWA COUNTY PURCHASING OFFICE

102 EAST CENTRAL AVENUE, SUITE 103

MIAMI, OKLAHOMA 74354

(918) 542-3332

FAX (918) 542-8260

ottawacntyclerk@att.net

INVITATION TO BID

BID 2014-2015.05: COURTHOUSE JANITORIAL SERVICES

ISSUED: MAY 28, 2014

OPEN: JUNE 23, 2014 @ 9:05 AM

FOR THE PERIOD JULY 1, 2014 THROUGH DECEMBER 31, 2014

DESCRIPTION

OTTAWA COUNTY COURTHOUSE AND ANNEX
JANITORIAL SERVICES

\$ _____ per hour @ 5 hours per day x 5 days per week
(100 hours maximum) for a total of:

\$ _____ per month

THIS PAGE MUST BE SUBMITTED

CLIENT REFERENCES

CLIENT # 1 NAME _____

PHONE _____

SERVICE LOCATION _____

DESCRIPTION OF SERVICE _____

CLIENT # 2 NAME _____

PHONE _____

SERVICE LOCATION _____

DESCRIPTION OF SERVICE _____

CLIENT # 3 NAME _____

PHONE _____

SERVICE LOCATION _____

DESCRIPTION OF SERVICE _____

FINANCIAL INSTITUTION REFERENCE

BANK NAME _____

PHONE _____

CONTACT PERSON _____

THIS PAGE MUST BE SUBMITTED
CONDITIONS OF BID

Sealed bids will be opened in the Office of the County Commissioners located in the Ottawa County Courthouse at 102 East Central Avenue, Suite 104 in Miami, Oklahoma at the time and date shown on the Invitation to Bid.

Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with Bid Number, Date and Time written on the outside of the envelope.

Unit prices will be guaranteed correct by the bidder.

Firm prices will be FOB Ottawa County.

Purchases by Ottawa County, Oklahoma are not subject to State or Federal taxes.

This bid is submitted as legal offer and any bid, when accepted by the County, constitutes a firm contract.

Oklahoma laws require each bidder submitting a bid to a County for goods or services to furnish a notarized sworn Statement of Non-Collusion (form supplied below).

NOTE: Other terms and conditions may be added at the discretion of county officers.

STATEMENT OF NON-COLLUSION

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any state 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 State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn to this _____ day of _____, 20____.

(Seal)

Firm: _____

Signed: _____

Address: _____

Notary Public

City: _____ State: _____

My commission expires _____

Zip: _____

SERVICE CONTRACT & CONFIDENTIALITY AGREEMENT

NOW, on this _____ day of July, 2014, this Agreement is entered into between the **Ottawa County Board of Commissioners** (hereinafter referred to as the Owner), by virtue of the authority vested in it by O.S. 63, Section 206.1, and

(hereinafter referred to as the Contractor)

TERMS OF THIS CONTRACT ARE AS FOLLOWS: The Contractor will provide janitorial services for the Owner, including but not limited to:

Clean Common Areas and Public Restrooms within the Ottawa County Courthouse and Courthouse Annex five (5) times each week, **Monday through Friday**, anytime between the hours of **5:00 PM and 8:00 AM**.

Daily Cleaning of Common Areas shall include, but not be limited to:

1. Gather the trash collected by each Office. Dispose of trash in the dumpster located at the southeast corner of the Courthouse or northeast corner of the Annex.
2. Clean the inside and outside of elevators, entrance doors, door frames, handles and thresholds. Clean the exterior of doors to Courthouse Offices.
3. Remove smudges from interior windows, on and around doors and door jambs, push plates and light switches.
4. Disinfect staircase handrails and benches in hallways daily.
5. Refill hand sanitizer dispensers located in Common Areas as needed.
6. Vacuum all carpeted areas, including area rugs.
7. Sweep and damp mop hard surface areas, including staircase.
8. Empty all trashcans in Common Areas; replace trashcan liners as needed.
9. Remove and dispose of cigarette butts and trash in receptacles located outside the front doors of the Courthouse and rear doors of the Annex.

Daily Cleaning of Public Restrooms shall include, but not be limited to:

1. Disinfect toilets, urinals and sinks; polish mirrors and bright metal; clean partitions, sheetrock walls, tile walls and fixtures; sweep and mop floors with a germicidal cleaning agent.
2. Refill toilet tissue, paper towels, soap, air deodorizer and urinal blocks as needed.
3. Empty all waste receptacles; replace liners as needed.

Weekly Cleaning of Common Areas shall include, but not be limited to:

1. Dust surface of desks, tables, chairs and other furniture in the Common Areas.
2. Gather trash, dust, vacuum, sweep and damp mop the Commissioners' Public Meeting Room.

Ottawa County (the Owner) will provide all cleaning equipment and supplies. Contractor shall be responsible for the labor only to perform these duties properly and professionally.

Contractor's services will not be required on day(s) the Courthouse is closed in observance of a Holiday or in the event the Courthouse is closed due to inclement weather or natural disaster.

In the event of sickness or emergency, Contractor must notify the Commissioners' Office as soon as possible by calling 918-542-9408 during business hours or Russell Earls, Vice-Chairman of the Board, at 918-542-0430 after hours. Payment for services rendered during a month in which the Contractor was absent will be adjusted accordingly by dividing the contractual monthly payment by the number of weekdays in that month and deducting for days missed. Excessive absences shall be grounds for the termination of Janitorial Contract.

Confidential documents are located in Ottawa County Courthouse and Annex Offices. **Breach of Confidentiality shall be grounds for immediate termination of Janitorial Contract and possible prosecution.** Contractor's actions will be captured on Courthouse Security System and periodically reviewed. Only the individuals who are designated by this Contract shall be present in the building while janitorial services are performed. Contractor must agree to adhere to all safety and fire protection rules of the Courthouse during the performance of these duties.

Use of County-Owned equipment (i.e. telephones, fax machines, copies, computers, etc) is strictly prohibited and will be grounds for immediate termination of Janitorial Contract and possible prosecution.

ASSURANCES OF THIS CONTRACT ARE AS FOLLOWS:

1. Confidential information obtained during the performance of janitorial services will not be released to anyone.
2. Contractor shall comply with the provisions of Title VII of the Civil Rights Act.
3. Within the limitations placed on such entities by the laws of the State of Oklahoma, the Contractor shall hold harmless the State of Oklahoma and the Owner from all suits, actions or claims brought as a result of any neglect or misconduct by the Contractor or any employee of the Contractor. The Contractor shall not be released from such responsibility until all claims have been settled, and suitable evidence to that effect is furnished to the Owner.

CONSIDERATION OF THIS CONTRACT IS AS FOLLOWS: The Owner agrees to pay the Contractor by the 15th of each month for services rendered during the preceding month. Total cost to the Owner shall not exceed \$_____ per month for the Contract period. The provisions of this Contract are to be effective beginning July 1, 2014 and terminating on December 31, 2014.

This Contract is subject to amendment at any time, but upon fully disclosed written consent and approval by both parties. The Contract is subject to termination upon thirty (30) days advanced written notice by either party. Written notice must be forwarded to the following address by certified mail:

OTTAWA COUNTY COMMISSIONERS
102 E CENTRAL AVE, STE 104
MIAMI, OK 74354

APPROVED:

Chairman of the Board
Ottawa County Commissioners

Representing the Contractor
as Legal Signature

Attest: _____
Ottawa County Clerk

Date _____

STATEMENT OF NON-COLLUSION

The undersigned Contractor, of lawful age and being first duly sworn on oath, says he/she is authorized to legally bind his/her organization to the terms of this Contract and that it is true and correct. Affiant further states that the services as shown by Invoice or Claim will be supplied in advance, in accordance with the plans furnished by the Affiant. Affiant further states that he/she has made no payment, given or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the State of Oklahoma, money or any other thing of value to obtain payment or the award of this Contract.

Contractor

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

Notary Public

My commission expires

Approved as to Form and Legality:

First Assistant District Attorney

I CERTIFY THAT COPIES OF [BID 2014-2015.05: COURTHOUSE JANITORIAL SERVICES](#) WERE SENT TO THE FOLLOWING VENDORS ON MAY 27, 2014:

Maria Pedro Andres
1128 Sunset Strip
Miami, OK 74354

Carol Hilton
PO Box 45-1131
Grove, OK 74344

Steven Blair
1505 Sky Lane
Miami, OK 74354

Danny Holden
59451 E 110 Rd
Miami, OK 74354

Tammy Epperson
525 B Street SE
Miami, OK 74354

Andra Shurl VanDiver
600 M Street NW
Miami, OK 74354

Brenda M. Ellis,
First Deputy County Clerk