

Texas

County, Oklahoma

COUNTY PURCHASING OFFICE

Texas

County Court House

PO Box 197, 319 N. Main St. Suit 202

, Oklahoma

Phone Number +1 (580) 338-3233

Invitation to Bid

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE SIDE
RELATING TO SUBMISSION OF THIS BID.
Notarized Affidavit completions and signature required on reverse side.

Date Issued 4/22/2019

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BID NUMBER

13-18-19

BID CLOSING DATE AND HOUR

May 13, 2019 @ 11:30 a.m.

REQUIRED DELIVERY DATE

(Days after award of Purchase Order)

TERMS

Date of Delivery

ITEM	QUANTITY	UNIT OF ISSUE	DESCRIPTION	UNIT PRICE	TOTAL
1			Memorandum of Agreement between Texas County Health Department and Contractor for Janitorial Services See Specifications Attached We are an equal employment opportunity/affirmative action employer. The Commissioners reserve the right to reject any or all Bids and to accept the bid deemed most advantageous to the County		

TERMS and CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, Texas
County Courthouse, 319 N. Main, Suite 204, Guymon, Oklahoma, at the time and date shown on the invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by Texas County, Oklahoma, are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.
8. Bids will be firm until 30 (Date)

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say the 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 before this _____ day
of _____, 20____ (SEAL)

Firm: _____

My commission expires _____ Signed by: _____
(Manual Signature of Undersigned)

Address: _____ Phone: _____

NOTARY PUBLIC (CLERK OR JUDGE) Zip: _____

In accordance with 62 O.S. § 310.9

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

Specifications

BID # 13-18-19

Janitorial Services

Texas County Health Department invites your bid to provide Janitorial Services in Guymon with the following specifications:

MEMORANDUM OF AGREEMENT

Now, on the 1st day of July, this agreement is entered into by and between **Texas County Health Department**, hereinafter referred to as TCHD by virtue of authority vested in it by O.S. Title 63, 1991, s. 1-206. 1 (b) hereinafter referred to as contractor.

GENERAL PURPOSE: The purpose of this agreement is to provide janitorial services as listed below to the Health Department office located in Guymon.

DAILY:

Remove all trash from receptacles except for medical waste trashcans, use plastic bags in all waste receptacles and remove all trash from building.

Clean and sanitize restrooms – including damp mopping floors, cleaning toilets, lavatories, mirrors, chrome accessories, wall around basins, partitions and dispensers.

Clean front and back doors and glass.

Vacuum carpet and door mats in building.

Clean sink, cabinet, table, sweep and mop floor in kitchen.

Keep all dispensers (towels, tissue and soap) filled.

Clean and sanitize – Public side of counter tops in clerical area.

Sweep and wet mop all hard surface floors.

WEEKLY:

Clean handprints, dirt, etc. from all doors, walls and fixtures.

Spot clean carpet as needed.

Dust off file cabinets, tables and cabinet top in the file room.

Dust furniture, fixtures, desks, file cabinets and countertops.

Stock under all sinks extra paper towel rolls.

Check light fixtures and exit signs and replace bulbs as necessary.

Clean and sanitize chairs in lobby.

Check glass mirror in observation room.

Sweep sidewalks and front and back porches.

MONTHLY:

Turn in supply needs list to purchasing clerk.

The contractor shall submit an **invoice** to TCHD by the 10th of the following month for services rendered.

QUARTERLY: (JULY – OCTOBER – JANUARY – APRIL)

Vacuum vents in all rooms and hallways.

Clean baseboards in all rooms (all areas without moving heavy furniture)

Clean chair mats at desks.

Clean bottoms of chairs.

Dust walls for cobwebs.

Dust and/or vacuum mini blinds and windowsills.

Wash windows inside and out (or as needed) and windowsills.

GENERAL:

Keep janitorial supply area stocked, clean and orderly.

DEFINITION and objectives of services to be provided by the contractors:

(Contractors shall be able to provide all services)

THE CONTRACTOR AGREES TO THE FOLLOWING:

The **contractor** agrees that its responsibilities within this agreement are unique and may not be assigned or delegated without the written approval of the TCHD contract representative.

The contractor agrees to provide a telephone number that the TCHD can contact the **contractor** Monday through Friday.

It is understood that the **contractor** is under no circumstances to be considered employee of TCHD or the State of Oklahoma and therefore not entitled to any benefits accrued by state employees. The **contractor** is responsible for the provision of all salaries, benefits, taxes, automobile, liability insurance (\$100,000) and Workers Compensation or Certificate of Non-Coverage of said **contractor** or employees, in accordance with federal, state, and local ordinances, statutes, or regulations.

AMENDMENTS: This agreement may only be amended in writing, dated and executed by both parties as an identifiable amendment hereto and attached as such amendment.

AMERICANS WITH DISABILITIES ACT CLAUSE: The **contractor** assures compliance with the American with Disabilities Act of 1990 (Public Law 101-366) and all amendments and requirements imposed by regulations issued pursuant to this act.

AUDIT CLAUSE: Authorized personnel of TCHD, the State Auditor and Inspector, or any other state or federal government entities designated by TCHD shall have the right of access to any and all documents, books, papers, accounting procedures as applicable or other records of the parties to this agreement which are relevant to the performance of payment of this agreement in order to audit, examine, make excerpts, copies and/or transcripts.

PRIVACY CLAUSE: All information and records created as a result of this agreement shall be privileged communications and strictly confidential. **Contractor** shall, at all times, maintain confidential all information pertaining to any person, patient, or client with whom it has a professional relationship, contact of contract. No information shall be released to any person or party without first obtaining such person's, patients, or client's express written consent. **Breach of client confidentiality will result in immediate termination of agreement.**

PROCUREMENT INTEGRITY (NON-COLLUSION): By signing and notarizing this agreement, the **contractor** attests and assures that they have made no payment or donation, either directly or indirectly, to any elected or appointed official, officer or employee of the State of Oklahoma or its political subdivisions, nor waived payment of any money or other thing of value due to the contractor in order to obtain this or other agreements. Nor has the **contractor** entered into this agreement with this or any other state agency, which would result in a substantial duplication of the services or duplication of the end product rendered by the contractor, or it's employees.

OTHER CERTIFICATIONS: The **contractor**, by signing and notarizing the agreement, attests and assures compliance with the provisions of Title VII of the 1964 Civil Rights Act, The Hatch Act, Drug Free Workplace, and the Single Audit Act of 1984; as applicable.

EQUIPMENT/OTHER PURCHASES: It is understood that no items of equipment, property, or other capital purchases shall be reimbursed under the provisions of the agreement.

CERTIFICATION REGARDING DEBARMENT/DECLARATION OF INELIGIBILITY: By signing and notarizing the agreement the **Contractor** attests and assures that neither the **contractor** or any of its employees:

Have, within a three year period of this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public agreement, contract or subcontract; violation of Federal and State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Have, within a three year period preceding this offer, had one or more agreements or contracts terminated for default by any governmental entity.

Are presently indicted for, or otherwise criminally or charged by a governmental entity with any of the offenses enumerated above in this section.

STATE OF RESPONSIBILITY AND LIABILITY:

The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The TCHD shall be responsible for the acts and omissions to act of its officers, and employees while acting within the scope of their employment according to the Governmental Tort Claims Act.

GENERAL LIABILITY:

The **contractor** shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by themselves or employees acting within the scope of their authority or employment. The **contractor** shall provide proof of general liability coverage (\$100,000).

The **contractor** agrees to hold harmless the TCHD of any claims, demands, and liabilities resulting from any act or omission on the part of the contractor and/or its agents, or employees in the performance of this agreement. It is the express intention of the parties hereto that this agreement shall not be construed as or given the effect of creating a joint venture or partnership which would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint or several liability.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

The **contractor** is required to comply with applicable Federal and State worker's compensation and occupational disease statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy.

In all of the preceding cases, the **contractor** shall provide evidence of insurability (CERTIFICATION OF INSURANCE), including Worker's Compensation or Certificate of Non-Coverage and General Liability, as applicable, from the insurance carrier with the **contractor's** agreement and before the commencement of any work. Such policy or policies shall require thirty days advance notice of cancellation be provided to the TCHD. TCHD reserves the right to request evidence of insurance at any time during the contract period. Failure to submit evidence of insurance within fifteen (15) days of request will result in contract termination.

FAILURE TO COMPLY STATEMENT: The **contractor** agrees that should it be in non-compliance with any applicable Federal or State laws, regulations or conditions of this agreement the agreement may be suspended, terminated or canceled. Observance of the compliance with the requirements thereof shall be the responsibility of the **contractor**, without reliance on or direction by the TCHD.

CANCELLATION CLAUSE: This contract shall be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract. Notification of cancellation shall be by certified mail to the business address of record.

Vendors must comply with all aspects of the original invitation to bid form.

If you have any questions please contact Rosa, (580-338-8544)