

CITY OF GROVE
BID PACKET

Section I
Notice to Bidder

The City of Grove is soliciting bids for janitorial services for city owned properties. The bids shall be a monthly flat rate. All SEALED BIDS shall be marked "Janitorial Services" and must be received in the office of the City Clerk on or before Wednesday, January 17, 2024, by 10:00 AM. Mail or hand deliver bids to City of Grove – 104 West Third Street – Grove, OK 74344 - Attention City Clerk, Laura Davila. No electronic bids will be accepted.

A site visit is required. Contact Craig Criger, Buildings and Grounds Superintendent, 918-964-1919 to obtain Bid Specifications and schedule a site visit. The City of Grove reserves the right to reject any and all bids.

Laura Davila
City Clerk

Published in the Grove Sun December 22 and December 29, 2023.
Posted at City Hall and on the website www.cityofgroveok.gov on December 20, 2023 at 10 a.m. by Laura Davila, City Clerk.

Bid specifications are part of the Bid Packet.

The City of Grove reserves the right to reject any and/or all bids.

SEAL

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Section II
BID SPECIFICATIONS

The City of Grove is seeking monthly rate bids for janitorial services for the following City properties.

City Hall- 104 W. 3rd St. Grove, OK

Community Center- 104 W. 3rd St. Grove, OK+

Wolf Creek Park Restrooms- 930 N 16th St. Grove, OK

Veterans Park Restrooms- 925 S. Mill St. Grove, OK

Rotary Park Restrooms- 1250 Shundi Rd. Grove, OK

City Hall and Community Center janitorial duties to be done before or after operating hours (8:00 a.m. – 4:30 p.m.) Monday through Friday. Janitorial duties must include daily sweeping, dusting, vacuuming, mopping, trash removal, sink, toilet & urinal cleaning. Window and ceiling fan cleaning as needed.

Replacement of trash liners, scented urinal screens, toilet paper, roll towels and hand soap dispensers as needed (provided by City).

All facilities shall be locked upon completion of cleaning.

Bidders must provide their own equipment and supplies, except City supplied items listed above, for cleaning of properties and proof of a minimum \$100,000 General Liability Insurance.

+ Community Center does not include Rooms 3, 4 and 5.

Relocation to New City Hall. The city anticipates relocation of City Hall to a new location, 1201 NEO Loop, Grove, Oklahoma, in the spring of 2024. The parties agree to participate in good faith in the renegotiation of the terms of the Janitorial Agreement for the services to be provided at the new City Hall at the time of relocation. If an agreement cannot be reached by the parties, this Janitorial Agreement will terminate thirty (30) days after such negotiations.

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Section III
Instruction to Bidders

A. SUBMISSION

All bids must be submitted in a sealed envelope marked: "JANITORIAL SERVICES" and should include the bidder's name and address, bids will be received at:

Office of the City Clerk
City of Grove
104 W. 3rd
Grove, Oklahoma 7434

Until: **WEDNESDAY, JANUARY 17, 2024 AT 10:00 AM**

If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Grove at the above address.

B. ACCEPTANCE OF BIDS

All bids shall "hold firm" after submission to the City for thirty (30) days.

The City reserves the right to reject any and/or all bids. The City reserves the right to accept the lowest responsible bidder.

The City reserves the right to negotiate with the lowest and best bidder particular aspects of the bid and/or related optional items.

Upon completion of the remodel of the building located at 1201 NEO Loop, Grove, OK, the City has the right to negotiate with the selected bidder, the cost to remove janitorial services at the current City Hall located at 104 W. 3rd Street, Grove, OK AND to add janitorial services at the new City Hall located at 1201 NEO Loop, Grove, OK.

C. BID SPECIFICATIONS

Bid Specifications are included in Section II of the Bid Packet.

D. ADDITIONAL INFORMATION

Additional information related to the project may be obtained by contacting:

Buildings and Grounds Superintendent, Craig Criger
Phone: (918)-964-1919

E. FORMAT

All bids must be submitted in the format and utilizing the Bid Proposal provided in Bid Submission Requirements.

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Section IV
Bid Submission Requirements

All bids must include the following information and must be submitted in the following order:

A. Bid Proposal

All bids must be submitted on the Bid Proposal, as provided in this section.

B. Non-Collusion Affidavit

A signed Non-Collusion Affidavit, as provided in this section, must be submitted.

Failure to submit any of the items listed in this section may result in the rejection of the bid.

NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA)

) §

COUNTY OF _____)

_____, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached 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, County or City official or employee as to quantity, quality or contract or in any discussions between bidders any State, County or City official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Affiant

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

Notary Public

My Commission Expires:

NOTE: This form must be submitted with the bid.

JANITORIAL SERVICES AGREEMENT

THIS JANITORIAL SERVICES AGREEMENT is made and entered into as of _____ day of _____ 2024, by and between the City of Grove, Oklahoma (the "City") and _____ (the "Service Provider").

RECITALS:

WHEREAS, the City has entered into a bidding process for certain janitorial services at multiple City-owned locations (the "Janitorial Services");

WHEREAS, the Service Provider has submitted a bid proposal to the City for the Janitorial Services that the City has determined to accept; and

WHEREAS, the parties wish to enter into an Agreement detailing the responsibilities of the parties with regard to the Janitorial Services to be provided by the Service Provider.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The recitals contained hereinabove are acknowledged by the parties as being true and correct and are incorporated by reference herein.
2. **Janitorial Duties.** The Service Provider agrees to provide Janitorial Services at the following City-owned locations: (1) Grove City Hall – 104 W. 3rd Street, Grove, Oklahoma; (2) Grove Community Center – 104 W. 3rd Street, Grove, Oklahoma (not including Rooms 3, 4 and 5); (3) Wolf Creek Park Restrooms – 930 N. 16th Street, Grove, Oklahoma; (4) Veterans Park Restrooms – 925 S. Mill Street, Grove, Oklahoma; (5) Rotary Park Restrooms – 1250 Shundi Road, Grove, Oklahoma.
The Janitorial Services are to be provided on a daily basis Monday through Friday after business hours, and are to include sweeping, vacuuming and mopping of the floors; dusting; trash removal and replacement of trash liners; resupplying of toilet paper, hand roll towels and hand soap dispensers; replacement of scented urinal screens; and window and ceiling fan cleaning as needed. The Service Provider agrees to lock and secure the City facilities upon completion of each daily cleaning.
3. **Janitorial Supplies.** The Service Provider agrees to furnish its own janitorial supplies to be used at the City-owned locations, with the exception of the following supplies which will be provided by the City: (1) trash can liners; (2) toilet paper; (3) hand towel rolls; (4) hand soap for dispensers; and (5) scented urinal screens.
4. **Payment.** The City agrees to pay the Service Provider's monthly invoice in the amount of _____ within fifteen (15) days or receipt, absent any billing disputes. Both parties agree to use their best efforts to promptly resolve any disputed billing issues.

5. **Effective Date and Term.** The effective date of this Agreement is the _____ day of _____ 2024. The Agreement shall remain in force and effect for one (1) year from this date unless terminated by either party. Both the City and the Service Provider have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party.
6. **Relocation to New City Hall.** The services to be provided under this Janitorial Services Agreement include the current Grove City Hall, located at 104 W. 3rd Street, Grove, Oklahoma. The City anticipates relocation of City Hall to a new location, 1201 NEO Loop, Grove, Oklahoma, in the spring of 2024. The parties agree to participate in good faith in the renegotiation of the terms of this Janitorial Agreement for the services to be provided at the new City Hall at the time of relocation. If an agreement cannot be reached by the parties, this Janitorial Agreement will terminate thirty (30) days after such negotiations.
7. **Insurance.** The Service Provider agrees to maintain and provide proof of general liability insurance in the minimum amount of \$100,000.00.
8. **Indemnification.** The Service Provider agrees to hold the City harmless in the event of any injury to its employees, or the person or property of a third-party, during and as a result of the performance of the Janitorial Services contemplated by this Agreement.
9. **Independent Contractor.** The Service Provider recognizes that it is an independent contractor and is responsible for its own taxes and worker's compensation insurance.
10. **General Provisions.**
 - (a) Entire Agreement. This Janitorial Services Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and the transactions contemplated herein and supersedes all prior understandings and agreements (oral and written) of the parties with respect to the subject matter hereof.
 - (b) Severability. If any term or other provision of this Janitorial Services Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.
 - (c) Governing Law; Venue. This Janitorial Services Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

Venue of any action arising out of this Agreement shall lie exclusively in Delaware County, Oklahoma.

(d) Further Actions. The parties agree to execute such additional documents as may be necessary to affect the Janitorial Services Agreement contemplated herein.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands this _____ day of _____, 2024.

City of Grove

By: Ed Trumbull, Mayor

SEAL

Laura Davila, City Clerk

_____, Service Provider

By:

NOTE: Selected bidder agrees to enter into this Janitorial Services Agreement with the City of Grove.