



**State of Oklahoma**  
**Department of Central Services**  
**Procurement Division**

## Solicitation

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1. **Solicitation #:** 5800000551

2. **Solicitation Issue Date:** November 24, 2009

3. **Brief Description of Requirement:**

UNIFORM AND LAUNDRY SERVICES

VENDOR'S SHOULD EXAMINE THE SOLICITATION, INSTRUCTIONS, AND ALL AMENDMENTS. FAILURE TO DO SO WILL BE AT THE VENDOR'S RISK.

REFER TO SECTION A.2 FOR PROPER BID SUBMISSION. SUBMIT YOUR BID TO THE ATTENTION OF CONTRACTING AND ACQUISITIONS ADMINISTRATOR, KEITH HICKS.

QUESTIONS DUE TO KEITH HICKS NO LATER THAN DECEMBER 2, 2009 AT 3:00PM CST.

4. **Response Due Date**<sup>1</sup>: **DECEMBER 8, 2009**

**Time:** 4.00 PM CST/CDT

5. **Issued By and RETURN SEALED BID TO**<sup>2</sup>:

Dept. of Central Services - Procurement Division

- Location: 2401 N. Lincoln Blvd. Ste. 212, Oklahoma City, OK 73105
- Mailing Address: PO Box 53218, Oklahoma City, OK 73152-3218

6. **Solicitation Type** (check one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. **Requesting Agency:** Department of Central Services

8. **Contracting Officer:**

Name: Keith Hicks

Phone: 405-522-3790

Email: Keith\_Hicks@dcs.state.ok.us

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<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

<sup>2</sup> Use "Location" for courier or personal deliveries, and "Mailing Address" for USPS



**State of Oklahoma  
Department of Central Services  
Procurement Division**

**Responding Bidder Information**

"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** 5800000551

2. **Bidder General Information:**

FEI / SSN : \_\_\_\_\_ VEN ID: \_\_\_\_\_  
Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>1</sup>:**

- YES – Permit #: \_\_\_\_\_
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/fagbussales.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/documents/WorkersComp.pdf>



**State of Oklahoma**  
**Department of Central Services**  
**Procurement Division**

**Certification for Competitive**  
**Bid and/or Contract**  
**(Non-Collusion Certification)**

*A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.*

Solicitation or Purchase Order #: 5800000551

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. 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.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

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## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5.** "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1.** Submitted bids shall be in strict conformity with the instructions to bidders, and shall be submitted with any other forms completed as required by the solicitation.
- A.2.2.** Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1.** If an amendment is issued, then the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3.** It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to acquire any amendment documents required to complete a solicitation.

### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

## **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2.** Have not within a three-year period preceding this proposal 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 (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4.** Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

## **A.6. Bid Opening**

Sealed bids shall be opened by the Department of Central Services - Procurement Division located at 2401 N. Lincoln Blvd. Ste. 212, Oklahoma City, OK 73105 at the time and date specified in the solicitation as the Response Due Date and Time.

## **A.7. Bids Subject to Public Disclosure**

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Chief Administrative Officer of the requesting agency shall make the final decision as to whether the documentation or information is confidential.

## **A.8. Late Bids**

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

## **A.9. Legal Contract**

- A.9.1.** Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

## **A.10. Pricing**

- A.10.1.** Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2.** Bidders guarantee unit prices to be correct.
- A.10.3.** In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

## **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto.

Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

#### **A.13. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

#### **A.14. Award of Contract**

- A.14.1.** The procuring agency may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the procuring agency to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" ([www.ok.gov/OSF/documents/osfvend.pdf](http://www.ok.gov/OSF/documents/osfvend.pdf)). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN ([www.irs.gov/pub/irs-pdf/fw8ben.pdf](http://www.irs.gov/pub/irs-pdf/fw8ben.pdf)). Failure to do so may delay contract award.

#### **A.15. Contract Modification**

- A.15.1.** The Contract is issued under the authority of the procuring agency who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the procuring agency approving official.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.16. Delivery, Inspection and Acceptance**

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

#### **A.17. Invoicing and Payment**

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §41.4a and 62 O.S. §41.4b.

#### **A.18. Tax Exemption**

Purchases by the State of Oklahoma are exempt from Oklahoma sales or use taxes and Federal excise tax. The procuring agency shall furnish tax exemption certificates upon written request.

## **A.19. Audit and Records Clause**

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of three years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

## **A.20. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

## **A.21. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

## **A.22. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

## **A.23. Termination for Cause**

- A.23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the procuring agency determines that an administrative error occurred prior to Contract performance.
- A.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

## **A.24. Termination for Convenience**

- A.24.1.** The State may terminate the Contract, in whole or in part, for convenience if the procuring agency determines that termination is in the State's best interest. The procuring agency shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the procuring agency.
- A.24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

## **A.25. Insurance**

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including worker's compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

## **A.26. Employment relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

**A.27. Compliance with applicable laws**

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

**A.28. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

**B. SPECIAL PROVISIONS**

None

**C. SOLICITATION SPECIFICATIONS**

See attached specifications.

**D. EVALUATION**

None

**E. INSTRUCTIONS TO SUPPLIER**

E.1 Vendors must provide five (5) copies of their bid responses and catalogs.

E.2 Vendors must provide at least three (3) references.

E.3 Questions due to Keith Hicks, Contracting and Acquisitions Administrator no later than December 2, 2009 at 3:00PM CST.

**F. CHECKLIST**

None

**G. OTHER**

None

**H. PRICE AND COST**

See attached specifications and price sheet.



# SOLICITATION REQUEST

 Request for Quote Request for Proposal Request for Bid**Dispatch via Print**

**Department of Central Services**  
DEPARTMENT OF CENTRAL SERVICES  
2401 N LINCOLN, WILL ROGERS BLDG  
OKLAHOMA CITY OK 73105

<b>Request Quote ID.</b>	<b>Date</b>	<b>Buyer</b>	<b>Page</b>
5800000551	11/24/2009	Keith Hicks	1
<b>Payment Terms</b>	<b>DateTime Quote Open</b>	<b>Closing</b>	
0 Days	11/24/2009 04:12 PM	12/08/2009 04:00 PM	

Requisition Number Reference: From Req ID - 5800001490

**Ship To:** DEPARTMENT OF CENTRAL SERVICES  
ADMINISTRATION  
2401 N LINCOLN, WILL ROGERS BLDG, STE 206  
OKLAHOMA CITY OK 73105

**Bill To:** DEPARTMENT OF CENTRAL SERVICES  
ACCOUNTING DIVISION  
PO BOX 53488  
OKLAHOMA CITY OK 731123488

**Vendor:** NAME

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Supplier Responses**

Line	Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	095405 Laundry and linen service	1	SUM		

FY10 - Date of award through June 30, 2010.

**Freight Terms:** FOB DEST**Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:****COMMENTS:**

Contract Period: Date of award through June 30, 2010

AUDIT AND RECORDS CLAUSE: (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. (b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

ORAL AGREEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or contract. All modifications to the contract must be made in writing by the Dept. of Central Services.

All Contracts with the State of Oklahoma are governed by the laws of Oklahoma.  
Venue for any action or claim shall be Oklahoma County, Oklahoma.

Bidders please provide the following contact information for your accounts receivables:

Your Contact Person's Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Indefinite Quantity Contract**

This contract is for an indefinite quantity and the State may, or may not, buy the quantity mentioned in this contract. Vendor must clear all shipments with agency prior to shipping any portion of this contract.

See attached specifications.

**This is NOT AN ORDER**

All returned quotes and related documents must be identified with our request for quote Number.

**Authorized Signature**

# **Uniform and Laundry Services**

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**Section 1.0 Scope of Work**

**Section 2.0 Definitions**

**Section 3.0 Terms and Conditions**

**Section 4.0 Price Sheet**

**Attachment A References**

**Attachment B Holidays**

## 1.0 Scope of Work

- 1.1 The purpose of this acquisition is to establish an annual indefinite delivery, indefinite quantity (IDIQ) contract for uniform rental services for the Department of Central Services (DCS). The objective is to award this contract to a responsible vendor capable of providing uniforms, mats, shop towels, work shoes to be used by DCS employees.
- 1.2 Catalog shall include, work pants, denim jeans, work shirts, polo shirts, shorts (pleated, plain front, cargo), coveralls, smocks, jackets, for both male and female employees. The uniforms need to be made available in a variety of sizes, including extended sizes. Catalog shall include, floor mats, of various sizes, and shop towels, for various uses.
- 1.3 The agency currently consists of 12 Divisions. Each Division plays an integral role in carrying out the agency's functions. Due to the nature of the services performed, some Divisions under DCS are required to wear uniforms. The chart below list names of the Divisions, a brief description of the services they perform and an approximate number of the employees requiring uniforms.

<b>Name of Division</b>	<b>Services Provided</b>	<b>Approximate Number of Employees</b>
Fleet Management	Transportation needs for state agencies conducting state business.	9
Property and State Surplus	State surplus and federal donation program.	10
Interagency Mail	Mail distribution for state agencies.	5
Facilities Management	Operates and maintains state owned buildings located in Oklahoma City, and Tulsa and surrounding areas.	32

- 1.4 It is imperative that DCS employee's appearance reflects the agency's highest standards in relation to the quality of services rendered to our customers. Uniforms shall be clean, pressed, and without damage in order to display a professional image.
- 1.5 Catalog must include uniforms that meet the NFPA 70E requirement. Must meet at least level two hazard/risk category min of 8cal/cm<sup>2</sup> for pants, shirts and coveralls.

## 2.0 Definitions

**Acceptable usable condition:** Garment that has limited visible repairs, minimal wear on the fabric and has been classified by DCS as acceptable as a service garment.

**Default:** Broken promise to deliver a product or service(s), without accepted reasons, or failure to meet specifications.

**Employee re-sizing:** Any time an employee has a physical change in size that would cause an adjustment in an upward or downward change in garment size. Re-sized garments may be new or used if in acceptable usable condition.

**Extended Leave:** Authorized leave of absence for a time frame of eight weeks or longer.

**Full Service Uniforms- Laundry Rental:** A service in which the contractor shall be responsible for the processing, cleaning, pressing (ironing), repairing, transporting, pickup, and delivery of garments owned and supplied by the vendor.

**New Hire:** New employment to the agency or facility.

**Normal Wear:** The expected or usual condition of the garments used by DCS employees.

**Reassignment:** Joining a new crew, location, or job classification in which a different garment is required.

**Starch:** a commercial preparation of this substance used to stiffen textile fabrics in laundering.

**Uniform:** Garment(s) which has been clearly defined as the uniform to be worn by DCS employees in performing their job assigned tasks and duties.

**Uniforms – Laundry Lease:** Services where the vendor shall provide the uniforms and DCS employees shall individually be responsible for the laundering of the uniforms.

**Uniform – Purchase:** Purchase of part or all of an employees uniform. Vendor may be required to launder uniform worn by employee.

**Visible Repairs:** Repairs made in surface area which are not acceptable as a service garment. This will be determined by condition of repairs and the amount of repairs made to garment. Division Administrator or Designee will give final approval of condition of repaired garments rented or leased from contract vendor.

### 3.0 Terms and Conditions

3.1 The vendor shall provide the following type of services:

Uniform Rental

Uniform Laundry – Press - Starch

Uniform Purchase

Emblems with DCS employee name and agency

Mat and Shop Towel Rental

Work Shoe and/or Boot Purchase

3.2 The vendor shall be responsible for providing and cleaning of uniforms worn and/or used by DCS. Including uniforms that are heavily soiled and contaminated materials requiring special separate handling. See pricing chart (Section 4.0) on page 8.

3.3 The vendor shall be responsible for supplying a sufficient number of hampers, carts, and/or laundry bags, if needed, to accommodate soiled garments at no additional cost to DCS. The vendor's hampers, carts, and/or laundry bags shall be distinctly labeled to identify ownership and be maintained in good condition, adequately disinfected and properly lined.

3.4 The vendor shall be responsible for the collection of all soiled uniforms. Vendor shall be required to make regularly scheduled laundry deliveries and pick-ups as mutually agreed upon by the Division and the vendor. The vendor shall conduct pick-ups and deliveries in accordance with the terms and conditions of this contract.

3.5 To accommodate State recognized holidays, the vendor may be requested to periodically change delivery and pick-up schedules. DCS reserves the right to change schedules for operational efficiency, at no additional cost to DCS. The changes in the delivery and pick-up schedules shall be mutually agreed upon by the Division and the vendor. A list of the State recognized holidays will be provided to the vendor. See attachment B.

3.6 Rental rates shall not be charged for employees who are temporarily absent from work for such reason as leave of absence or use of extended leave. Following verification of employee status, the vendor shall be notified by the Division of such absences.

3.7 The vendor shall be responsible for providing all necessary personnel, travel, labor, materials and equipment needed to fully perform the requirements of this contract.

3.8 The vendor shall be responsible for button replacement, repair of seams or fabric, minor patches, zipper repair/replacement, pocket repair/replacement or complete garment replacement if necessary to sustain an acceptable appearance of the employee.

3.9 All garments that require repairs shall be completed and returned at the next regular delivery. If they are not returned, the vendor shall be required to provide loaner garments of the correct color and size at the regular delivery. The loaner shall be acceptable for no more than ten (10) working days.

- 3.10 DCS shall not pay for unacceptable uniforms. The signature of the receiving personnel on the delivery tickets represent verification of quantity and does not signify acceptance of the uniforms. The Division shall have until the end of the next working day to notify the vendor by phone of any garments which are unacceptable due to a worn condition, excessive wrinkles, requested repairs that have not been completed or poorly cleaned.
- 3.11 On the effective date of this contract, the vendor shall furnish each employee with new sets of uniforms. Initial measurement and delivery shall be completed within 30 calendar days of award of contract.
- 3.12 The vendor shall be responsible for proper fit of all uniforms. The vendor shall be required to take all measurements of each employee and ensure proper sizing and fitting of the uniform. Fitting and measuring of employees for uniforms shall be performed at the Division's designated location.
- 3.13 As additional personnel are hired and/or employee's classification changes, the vendor shall furnish employees with a complete new set of uniforms based on the employee's choice of laundry service. The vendor shall be required to measure an employee within a five working day period after notification.
- 3.14 Measurements required during the life of contract shall be made within five workdays of request. Delivery of uniforms, after initial contract delivery, shall require no more than 14 workdays from measurement to delivery. All requests for additional and/or new uniforms must be in writing and approved by the Division.
- 3.15 Each employee, on each uniform item, shall be provided with an emblem patch(s), with the agency name, employee name and work location. The emblem patch shall be provided as a one time cost. Vendor shall supply and install emblem patch(s). After expiration of contract, the vendor shall be responsible for returning all emblems or garments, if emblem is permanently attached, to DCS.
- 3.16 The vendor is responsible for ensuring the separation of clean and dirty garments. The vendor shall be responsible for sorting, washing drying, ironing/starching, and hanging various types of laundered garments. The vendor shall be responsible for protecting the clean laundry from all sources of potential cross contamination through the completion of delivery. This includes protecting from physical, biological and chemical contamination.
- 3.17 The vendor shall be responsible for ensuring all uniforms are cleaned, neatly pressed and delivered on hangers with protective covering. Uniforms must be hung one item per hanger. Vendor responsible for picking up excess wire hangers from all Divisions for recycling through their firm.
- 3.18 The vendor shall be responsible for reprocessing, at no additional cost to DCS, all laundry that has been insufficiently processed and/or mishandled during the initial laundry processing.
- 3.19 The vendor shall be responsible for washing all garments in full accordance with the State of Oklahoma requirements governing commercial and industrial laundries. The vendor shall be responsible for ensuring stained and spotted laundry is treated with chemical designed to remove stains.

- 3.20 The vendor shall be responsible for maintaining an acceptable level of service to a minimum of 3% in the reprocessing of unacceptable laundry of each delivery to each Division.
- 3.21 The vendor shall be responsible that all items are laundered in a timely manner upon delivery at the vendor's facility in order to prevent the development of mildew.
- 3.22 The vendor shall be responsible for removal of all detergents, cleaning agents, offensive smells and/or residual odor from the uniforms.
- 3.23 Upon request by DCS, the vendor shall provide documentation of all wash formulas to include water temperatures, pH levels, cycle times, various detergents and quality assurance forms. The Division may request a Material Safety Data Sheet on all products used for processing laundry under this contract.
- 3.24 The vendor shall be responsible for all inventory counts of out-going and incoming uniforms to the Division locations. The route representative shall submit to the Division a check sheet of out-going and incoming uniforms, at each delivery, for each individual employee. The vendor shall be solely responsible for maintaining proper inventory. All shortages shall be reported to the vendor within five (5) working days of delivery and replacement made with next delivery.
- 3.25 All items delivered during the life of the contract shall be of the same type and manufacturer. Substitutions shall be permitted after award of contract with written approval by DCS Agency Contracting and Acquisitions Administrator. This requires the submission of written specifications and product evaluation.
- 3.26 The vendor shall be responsible for the return of all personal property to the Division, when discovered by the vendor whether it be an employees personal property or Division property.
- 3.27 The vendor shall have the vehicular capability to deliver and pick-up laundry during the contract period. The State offers no assurances that tractor trailers shall have access to the delivery sites.
- 3.28 The vendor shall be responsible for ensuring all personnel observe all regulations in effect at all DCS facility locations. While on State property the vendor's employees shall be subject to rules and regulations of the state, but under no circumstance shall such persons be deemed to be employees of the State. Vendor and/or its employees shall not represent themselves as employees of the State.
- 3.29 The vendor shall take all necessary precautions for the safety of its employees and the general public. The vendor shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the employees and the general public. If necessary, the vendor shall post signs warning against hazards in and around the work site.
- 3.30 The vendor shall purchase and maintain in force such insurance as shall protect the vendor and DCS from claims which may arise out of or result from the vendors performance of the work outlined in this contract, whether such execution be by contractor, employees, agents, or by anyone for whose acts the vendor may be liable.
- 3.31 The insurance policies shall be issued by responsible companies who are licensed and authorized to do business under the laws of the State of Oklahoma.

- 3.32 The vendor shall be responsible for establishing a separate account for each Division delivery location. Payment terms shall be net-30 days. The vendor shall deliver invoices to specified locations as given by Division Administrator or Designee.
- 3.33 All invoices submitted to the Division shall be itemized indicating the purchase order number, name of personnel receiving garment, the garment description, quantity and contract price.
- 3.34 At the termination of this contract, all garments contracted under this agreement, shall be returned to the contractor with exception to purchased items.
- 3.35 Samples may be requested after close of bid solicitation. Once vendor has been notified with request for samples, vendor has 72 hours to provide samples. Samples will be provided by and returned to vendor at vendor's expense.
- 3.36 DCS shall reimburse the vendor for garments lost or stolen by DCS employees. The replacement cost shall be the catalog price less discount.
- 3.37 Any changes and/or modifications to this contract shall be in writing and agreed to by the vendor, executed upon final approval by DCS – Procurement Division, Contracting and Acquisitions Administrator.
- 3.38 Any disputes, that cannot be resolved between the Division and the vendor, shall be escalated to the DCS – Procurement Division, Contracting and Acquisitions Administrator.
- 3.39 This contract may be terminated by either party with written notice thirty (30) days before effective date of termination upon approval by DCS – Procurement Division, Contracting and Acquisitions Administrator.
- 3.40 In the event the vendor fails to meet the terms and conditions of this contract or fails to provide services in accordance with the provisions of this contract, DCS – Procurement Division, may cancel this contract effective immediately.
- 3.41 The vendor certifies that, at the time of entering into this contract, it has currently in effect all necessary licenses, certifications, approvals, permits, etc., required by the State of Oklahoma to properly perform the services and/or deliver the supplies covered by this contract. The vendor certifies that they shall maintain all necessary licenses, certifications, approvals, permits, etc., as required by the State of Oklahoma to properly perform this contract.

**4.0 Price Sheet**

This acquisition shall be a discount off catalog price contract for indefinite quantities for one year with four additional one year renewal periods. The bid price shall remain firm until the expiration of this contract. Contract pricing may be escalated annually, for the next renewal period, by a percentage not to exceed the previous calendar years annual percent change reported Consumer Price Index (CPI) published by the U. S. Department of Labor – Bureau of Labor Statistics (www.bls.gov). The contract vendor must request for the adjustment in writing on company letterhead to DCS ninety (90) days prior to end of existing contract period. Contract vendor must also include a copy of the CPI index with your request.

**Navigation to CPI:** Highlight “Inflation Prices”-Click “Consumer Price Index”-Scroll down to “Regional Resources” Map-Highlight and click “South Urban area”-Click “More Formatting Options”-Deselect “Original Data Value”-Select “12 Months Percent Change”-Click “Retrieve Data”.

Description of Catalog	Discount Off Catalog Price
	%
	%
	%

Provide cost per item to launder items that shall be worn and/or used by DCS employees.

Description	Unit Price Laundry Rental	Unit Price Laundry Lease	Laundry Cost of Purchased Items	Starch Service
Garments	\$	\$	\$	\$
Mats	\$	\$	\$	\$
Towels	\$	\$	\$	\$

Provide one time cost, if any, for the purchase and installation of emblem patch. These will be applied to the uniforms for DCS employees.

Description	Cost per Emblem	Sewn Emblem	Glued Emblem	Embroidered Emblem
Emblem	\$	\$	\$	\$

**5.0 References**

Provide at least three (3) references that we may contact regarding your past or current work.

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Comments:**

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\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Comments:**

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**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Comments:**

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**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Comments:**

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**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Comments:**

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## Attachment B

### 2010 Holidays

Friday, January 1	New Year's Day
Monday, January 18	Martin Luther King, Jr. Day
Monday, February 15	Presidents' Day
Monday, May 31	Memorial Day
Monday, July 5	Independence Day
Monday, September 6	Labor Day
Thursday, November 11	Veterans Day
Thursday, November 25	Thanksgiving
Friday, November 26	Thanksgiving
Friday, December 24	Christmas