



1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

4. Response Due Date¹:

Time:

CST

5. Issued By and **RETURN SEALED BID TO**²:

Agency Name:

- U.S. Postal Delivery:
- Carrier Delivery:

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

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

7. **Shipping Location:**

8. **Contracting Officer:**

Name:

Phone:

Email:

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

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



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

1. RE: Solicitation # _____

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 Permit¹:

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

5. Registration with the Oklahoma Secretary of State:

- YES - Filing Number: _____
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. 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.)²

_____ Date

_____ Title



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 #: _____
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

GENERAL PROVISIONS

1. DEFINITIONS

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

- 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;
- 1.2. "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- 1.3. "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- 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
- 1.5. "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

2. BID SUBMISSION

- 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.
- 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.
- 2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004A, 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.
- 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.
- 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.

3. SOLICITATION AMENDMENTS

- 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.
- 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.
- 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.

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.

5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By submitting a response to this solicitation:

- 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:
 - 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;
 - 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;

- 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
- 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.

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.

6. BID OPENING

Sealed bids shall be opened by the _____ located at _____
_____ at the time and date specified in the solicitation as the Response Due Date and Time.

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.

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.

9. LEGAL CONTRACT

- 9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- 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.
- 9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

10. PRICING

- 10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- 10.2. Bidders guarantee unit prices to be correct.
- 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.

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.

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.

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.

14. AWARD OF CONTRACT

- 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.
- 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.
- 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). 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). Failure to do so may delay contract award.

15. CONTRACT MODIFICATION

- 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.
- 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.

16. DELIVERY, INSPECTION AND ACCEPTANCE

- 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.
- 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.

17. INVOICING AND PAYMENT

- 17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- 17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

18. TAX EXEMPTION

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

19. AUDIT AND RECORDS CLAUSE

- 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.
- 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.

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.

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.

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.

23. TERMINATION FOR CAUSE

- 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.
- 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.
- 23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

24. TERMINATION FOR CONVENIENCE

- 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.
- 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.

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.

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.

27. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

28. 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.

29. SPECIAL PROVISIONS

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



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

Request Quote ID.	Date	Buyer	Page
5800000582	03/19/2010	Keith Hicks	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	05/25/2010 03:54 PM	06/08/2010 04:00 PM	

Requisition Number Reference: From Req ID - 5800001512

Ship To: DEPARTMENT OF CENTRAL SERVICES
ROBERT S KERR BLDG
440 S HOUSTON, ROOM 6
TULSA OK 74127

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	09102715 Solid waste trash service	12	MOR	_____	_____

Tulsa (5400): Two (2) cubic yard stationary compactor monthly pick up.

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

Lead Time: _____

Supplier Remarks:

2	09102715 Solid waste trash service	12	MOR	_____	_____
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Tulsa (5400): Forty (40) yard receiving container (burner haul) monthly pick up.

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

Lead Time: _____

Supplier Remarks:

3	09102715 Solid waste trash service	12	EA	_____	_____
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Tulsa (5400): Forty (40) yard receiving container (burner haul) additional pick up.

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

Lead Time: _____

Supplier Remarks:**COMMENTS:**

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.

This is NOT AN ORDER

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

Authorized Signature



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

Vendor: NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Request Quote ID.	Date	Buyer	Page	
5800000582	03/19/2010	Keith Hicks	2	
Payment Terms	Date	Time	Quote Open	Closing
0 Days	05/25/2010	03:54 PM	06/08/2010	04:00 PM

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Ship To: DEPARTMENT OF CENTRAL SERVICES
ROBERT S KERR BLDG
440 S HOUSTON, ROOM 6
TULSA OK 74127

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

Supplier Responses

Line	Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
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This is NOT AN ORDER

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Authorized Signature



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

Request Quote ID.	Date	Buyer	Page
5800000582	03/19/2010	Keith Hicks	3
Payment Terms	DateTime Quote Open	Closing	
0 Days	05/25/2010 03:54 PM	06/08/2010 04:00 PM	

Requisition Number Reference: From Req ID - 5800001512

Ship To: DEPARTMENT OF CENTRAL SERVICES
ROBERT S KERR BLDG
440 S HOUSTON, ROOM 6
TULSA OK 74127

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
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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.

Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause.

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.

See attached specifications.

QUESTIONS DUE TO KEITH HICKS NO LATER THAN JUNE 1, 2010 AT 3:00 PM CDT.

This is NOT AN ORDER

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

Authorized Signature

Solid Waste Disposal Services Contract

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Section 7.0	Project Location(s) & Contact(s)
Section 8.0	Basis of Award

1.0 Statement of Needs

- 1.1 The purpose of this acquisition is to establish an annual contract for all labor, equipment and materials to provide solid waste trash disposal services for 440 S. Houston Tulsa, OK 74127 for the Department of Central Services (DCS), Office of Facilities Management (OFM).

2.0 Definitions

- 2.1 Agency: The entity for which the contract has been issued.
- 2.2 Contract: This contract, any addendum to this contract and the Contractor's proposal submitted in response to this contract and the DCS Notice of Award.
- 2.3 State: State of Oklahoma
- 2.4 DCS: Department of Central Services
- 2.5 OFM: Office of Facilities Management, division of DCS utilizing contract.
- 2.6 Emergency: Any condition(s), which is a threat to health, welfare, or the safety of people and/or property, or a condition that will affect an essential service(s) as determined by DCS.
- 2.7 Overtime: Calls for service or repair that are made outside normal business hours (See Section 3).
- 2.8 Shall: Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement shall result in a vendor performance quality report being filed and shall be a factor in future contracting award decisions.

3.0 Contractor's Requirements

- 3.1 Contractor shall furnish and maintain one (1) 2 cubic yard stationary compactor and one (1) 40 yard receiving container.
- 3.2 Contractor shall perform pick-up service on an as needed basis.
- 3.3 Contractor shall provide bid for a minimum of one (1) receiving container exchange per month and up to twelve (12) additional pick-ups per year.
- 3.4 GENERAL: Contractors shall follow the requirements of the contract bidding documents issued by DCS.
- 3.5 On an as needed basis, request may be made for additional service by DCS.
- 3.6 DAMAGE TO STATE OWNED PROPERTY: The Contractor shall perform all work so that no damage to the building or grounds occurs. The Contractor shall repair any damage to buildings or grounds caused by gross negligence or any other means to the satisfaction of DCS at no cost to the State.
- 3.7 SAFETY: Safety of the Contractor's employees, employees of the State, as well as the public is a prime concern of DCS, and the Contractor must take all necessary steps to assure proper safety during the performance of this contract.
- 3.8 It shall be the responsibility of the Contractor to comply with all State, County or City ordinances by securing all necessary permits.
- 3.9 SCHEDULING/AVAILABILITY: Services shall be requested, authorized, and coordinated by DCS Facilities Services authorized personnel only.
- 3.10 All service work shall be performed during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, unless authorized by DCS.
- 3.11 Normal response time for standard jobs will be within 24 hours of DCS request.
- 3.12 CONDUCT: The Contractor shall be fully responsible for the actions of their employees while they are at the job site. Contractor employees shall be fully qualified to perform skillfully all

the work as required for this contract and shall conduct themselves in a courteous, professional manner at all times while on state property.

- 3.13 **SUBCONTRACTORS:** No portion of the work shall be subcontracted without prior written / e-mail approval by DCS. In the event the Contractor desires to subcontract any part of the work specified herein, the Contractor shall furnish DCS, in a timely manner, the names, qualifications and experience of their proposed Subcontractor(s). The Contractor shall, however, remain fully liable and responsible for the work performed by their Subcontractor(s) and shall assure compliance with all requirements of the contract. The Contractor shall be responsible for completely supervising and directing the work under this contract and all Subcontractor(s) that they utilize, using their best skill and attention. Subcontractor(s) who perform work under this contract shall be responsible to the Contractor. The Contractor agrees that they are fully responsible for the acts and omissions of their Subcontractor(s) and of persons employed by them as they are for the acts and omissions of their own employees.

4.0 Inspection/Quality/Reporting Requirements

- 4.1 A DCS representative shall be responsible for monitoring of the program for contract compliance.
- 4.2 DCS shall accept all work as complete prior to payment being issued.

5.0 Terms and Conditions

- 5.1 The Contract period shall be from July 1, 2010 through June 30, 2011 with option to renew annually for four (4) additional one (1) year periods.
- 5.2 **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.
- 5.3 **AVAILABILITY OF FUNDS:** The State's obligation to pay the Contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the State for payment of any money shall arise unless funds are made available each fiscal year to DCS by the Legislature.
- 5.4 **RELATIONSHIP OF PARTIES:** It is clearly understood that the Contractor shall perform its duties hereunder as an independent Contractor and not as an employee of DCS. Neither the Contractor nor any agents or employees of the Contractor shall be or shall be deemed to be an agent or employee of the State.
- 5.5 **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 DCS.
- 5.6 **ESCALATION CLAUSE:** Contract pricing may be escalated annually, for the next renewal period, by a percentage not to exceed the previously reported Consumer Price Index (CPI) increase published by the U.S. Department of Labor, Bureau of Labor Statistics, www.bls.gov
Navigation: 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".

Print page from this search. This print out is to be included with Contractors escalation increase letter. Use the previous calendar year's annual percent change. Contractor must submit request for increase in writing on letterhead to DCS ninety (90) days prior to the end of the existing contract period.

- 5.7 In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transaction period extend more than ninety (90) days beyond the expiration date of the contract, or extension thereof.
- 5.8 REMEDIES FOR NON-PERFORMANCE: In the event the Contractor is unable to respond to the needs of DCS for any reason or fails to comply with any material contract requirements, the Contract Administrator may take steps to terminate the contract. The Contract Administrator may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed to the State by the Contractor.
- 5.9 CANCELLATION: Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause.
- 5.10 This contract shall be in force until expiration date or until 30 days after notice has been given by the State of Oklahoma of its desire to terminate the contract. After the first 6 months, vendor may cancel with 30 days written notice.
- 5.11 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 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.
- 5.12 VENUE: 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.

6.0 Invoicing

- 6.1 Original invoices shall be submitted for services ordered and delivered.
- 6.2 Invoices shall be addressed as follows:
Department of Central Services
Office of Facilities Management
P.O. Box 53187
Oklahoma City, OK 73152
- 6.3 All invoices shall include the following: Purchase Order Number, Complete remittance address, Building where work was performed, Date(s) work was performed.

- 6.4 Invoicing is due no later than 15 days from when the service was actually completed.
- 6.5 All items billed by the Contractor shall be subject to audit.
- 6.6 Payment terms shall be Net-30 days. DCS shall pay the Contractor within 30 days after receipt of a correct invoice for reasonable work attributable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later.

7.0 Project Location/Contact

7.1 Kerr-Edmondson Building
440 S. Houston
Tulsa, OK 74127

7.2 Additional DCS properties may be added based on prices listed on the unit price list.

7.3 Agency contacts for questions regarding these specifications:
Keith Hicks : Keith_Hicks@dcs.state.ok.us

8.0 Basis of Award

- 8.1 Base Bid - 2 cubic yard stationary compactor \$ _____ price per month
- 8.2 Base Bid - 40 cubic yard receiving container \$ _____ price per month
- 8.3 Additional 40 cubic yard container pickups \$ _____ price per each
- 8.4 Unit price table for additional containers as needed within a 25 mile radius of Kerr-Edmondson Building as per Section 7.2.

	1 Pick-up Per Week	2 Pick-ups Per Week	3 Pick-ups Per Week	4 Pick-ups Per Week	5 Pick-ups Per Week	Each Additional Pick-up
2 Cubic Yard Price Per Month						
3 Cubic Yard Price Per Month						
4 Cubic Yard Price Per Month						
6 Cubic Yard Price Per Month						
8 Cubic Yard Price Per Month						
10 Cubic Yard Price Per Month						
	Drop-off Rate	Price Per Each Swap				
20 Cubic Yard Roll Off						