



1. Solicitation #: SW17117 (Re-Bid)

2. Solicitation Issue Date: 5/24/2017

3. Brief Description of Requirement:

Armed Security Services – State Wide Contract

Routine and Temporary/Emergency Categories

Questions must be submitted in writing by 2:00 PM, June 6, 2017 to: Lisa.Bradley@omes.ok.gov

4. Response Due Date¹: 06/15/2017

Time: 3:00 PM CST/CDT

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

U.S. Postal Delivery Address: OMES/Central Purchasing

OR 5005 N Lincoln

Common Carrier Delivery Address: Suite 300

Oklahoma City, OK 73105

6. Solicitation Type (type "X" at one below):

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

7. Contracting Officer:

Name: Lisa Bradley

Phone: 405-522-4480

Email: Lisa.Bradley@omes.ok.gov

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" **MUST** be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** SW17177 (Re-Bid)

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit³:**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

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. 2011, § 311 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.)⁴

Authorized Signature

Date

Printed Name

Title

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

⁴ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



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

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: State of Oklahoma Agency Number: _____

Solicitation or Purchase Order #: SW17177

Supplier Legal Name: _____

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FORM
CP
004
-
Purchasing |
Rev. 05/2016

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, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

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. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "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.1.6. "Supplier" or "vendor" 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 a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. 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)", OMES-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 legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- 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 of Solicitation", OMES-FORM-CP-011, is issued, 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 Central

Purchasing Division 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 Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download 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 Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. 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 pled guilty 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 Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. 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 State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the Central Purchasing Division 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 Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- 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, and 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

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review

to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13 Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. 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 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director 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 State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to 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 Central Purchasing Division 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 Addendums, 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.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(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.17.2. 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 Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Payment terms will be net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. Discounts offered must be in half or whole percent increments. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1. 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.20.2. The successful supplier(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 seven (7) 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 seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. 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.22. 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.23. 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.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. 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 State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director 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 State Purchasing Director.
- A.25.2. 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.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' 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 Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.27. 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.28. 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) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. 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.30. 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

B.1. Contract Period

- B.1.1. The Contract Period is the Date of Award through one year (or enter contract period) with the option to renew for up to three (3) additional one year periods.

B.2. Type of Contract

- B.2.1. This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

B.3. Extension of Contract

- B.3.1. The State may extend the term of this contract for up to 180 days if mutually agreed upon by both parties in writing.

B.4. Contract Priority

- B.4.1. This is a mandatory contract.

B.5. Authorized Users

- B.5.1. Vendors shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful supplier(s).
- B.5.2. Conditions included in this contract shall be the same for local governments. The State has no responsibility for payments owned by local governments. Successful supplier must deal directly with the local governments

B.6. Ordering

- B.6.1. Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders or by State Purchase Card (PCard) by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

B.7. State Purchase Card (P-Card)

- B.7.1. In order to be considered for award, successful vendors must accept the State of Oklahoma Purchase Card (P-Card). Failure to accept the p-card may be cause for rejection of your proposal.
- B.7.2. Acceptance of the State of Oklahoma Purchase Card (P-Card) requires that no charges be posted to the P-Card prior to the provision of services. Only the total of services supplied may be charged to the P-Card upon provision of services. The State of Oklahoma cannot be charged for services not received.

B.8. Contract Management Fee

- B.8.1. As empowered by State Statute 74 O.S. §85.33 A , the Office of Management and Enterprise Services imposes, and Suppliers agree to pay a contract management fee in the sum of one (1) % of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Supplier, to OMES, Central Purchasing Division within 45 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract quarterly reporting periods". To ensure the payment is credited properly, the supplier must identify the check as a "contract management fee", the contract number and the quarter reporting.
- B.8.2. The check should be mailed to:
- Office of Management and Enterprise Services
Attention: Accounts Receivable
5005 N. Lincoln Boulevard
Oklahoma City, OK 73105
- B.8.3. Oklahoma Contract Management Fee shall not be reflected as a separate line item in Contractor's billing to participating state agencies and authorized users.

B.8.4. Contract quarterly reporting periods for management fees shall be as follows:

Reporting Quarter	Due Date
January 1 through March 31.	May 15th
April 1 through June 30	August 15th
July 1 through September 30	November 15th
October 1 through December 31	February 15th

B.9. Contract Usage Reporting Requirements

- B.9.1. Contractor's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.
- B.9.2. Contractor's Usage must be provided using the template provided in Attachment A.
- B.9.3. The Contract Usage Report will be sent, electronically (format: .XLS) and regardless of quantity, within 45 calendar days upon completion of the quarterly reporting period to:
- B.9.3.1. Strategic.Sourcing@omes.ok.gov
- B.9.4. Contract quarterly reporting periods for usage reports shall be as follows:

Reporting Quarter	Due Date
January 1 through March 31.	May 15th
April 1 through June 30	August 15th
July 1 through September 30	November 15th
October 1 through December 31	February 15th

B.9.5. Failure to provide usage reports shall result in cancellation or suspension of contract.

B.10. State and Federal Taxes

- B.10.1. Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

B.11. Travel

- B.11.1. No reimbursable travel is contemplated under the terms of this contract.

B.12. Oral Agreements

- B.12.1. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

B.13. Clarification of Solicitation

- B.13.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing
- B.13.2. Contracting Officer specified in the solicitation and must be prior to the closing date of the solicitation.
- B.13.3. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the solicitation, known to the bidder, or an error that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the solicitation, these exceptions must be clearly and prominently stated in their response.

- B.13.4. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Contracting Officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

B.14. Minor Deficiencies or Minor Informalities

- B.14.1. "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- B.14.2. The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

B.15. Additional Insurance Requirements

- B.15.1. In addition to Section A.26. awarded suppliers of this RFP shall maintain limits no less than, of the following insurance coverage.
- B.15.1.1. General Liability. \$3,000,000.00 per occurrence for Bodily Injury, Personal Injury, and Property which shall include coverage under the policy for the armed operations of all security guard personnel. If the use of firearms is covered under a special insurance policy, the State will be named as an Additional Insured on the policy, and all sections within this exhibit will also apply to that coverage.
- B.15.1.2. Automobile Liability: \$1,000,000.00 per accident for Bodily Injury and Property Damage.
- B.15.1.3. Workers' Compensation (statutory) and Employer's Liability: \$1,000,000.00 per accident for Bodily Injury or Disease.
- B.15.2.

B.16. Electronic Submission

All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.3 of the RFP. Submissions will not be accepted via email or hard copy. This term overrides any terms in Section A requiring submission of hard-copy.

C. SOLICITATION SPECIFICATIONS

C.1. Objective

- C.1.1. The State of Oklahoma Office of Management and Enterprise Services, Central Purchasing is soliciting proposals from qualified vendors to provide routine and temporary/emergency armed security services to all State Agencies and possible political subdivisions. This is a new state initiative which will result in all agencies which require armed services to be utilizing this contract. This contract can also be utilized by Cities, Counties, and Municipalities. Performance under this contract will require the vendor to provide services to a variety of facilities of different sizes and locations, with coverage potentially required during standard office hours, nights, weekends and holidays.

C.2. Mandatory Supplier Qualifications

- C.2.1. A vendor must be able to show through documentation that they have been in security business for at least five (5) years in order to be considered for award.
- C.2.2. A vendor must be able to provide both routine and temporary/emergency services and provide pricing as mentioned in section G.
- C.2.3. A vendor must be able to provide routine services during the following timeframes:
- C.2.3.1. Standard Hours: 6:00AM to 6:00PM, Monday thru Friday
- C.2.3.2. Nighttime Hours: 6:01PM to 5:59AM, Monday thru Friday
- C.2.3.3. Standard Weekend Hours: 6:00AM to 6:00PM, Saturday and Sunday
- C.2.3.4. Standard Weeknight Hours: 6:01PM to 5:59AM, Saturday and Sunday
- C.2.3.5. Holiday Hours: 12:00AM to 11:59PM, on Official State Holidays (Reference Attachment B for a calendar of state holidays)
- C.2.4. A vendor must be able to provide temporary/emergency services during the following timeframes:
- C.2.4.1. Standard Hours: 6:00AM to 6:00PM, Monday thru Friday
- C.2.4.2. Nighttime Hours: 6:01PM to 5:59AM, Monday thru Friday
- C.2.4.3. Standard Weekend Hours: 6:00AM to 6:00PM, Saturday and Sunday

- C.2.4.4. Standard Weeknight Hours: 6:01PM to 5:59AM, Saturday and Sunday
- C.2.4.5. Holiday Hours: 12:00AM to 11:59PM, on Official State Holidays (Reference Attachment B for a calendar of state holidays)
- C.2.5. A vendor is expected to provide one main business account manager which the State can contact for all aspects of contract activities. This account manager must be named in RFP response submittal, along with phone number and email address.

C.3. Solicitation Specifications

C.3.1. Service Categories

C.3.1.1. Category 1 – Routine Services

- C.3.1.1.1. Routine services are armed security services to be utilized on a routine, non-emergency basis.
- C.3.1.1.2. Facilities should provide a minimum of 48 hours' notice when contracting for routine services.
- C.3.1.1.3. Services provided on a regular, pre-scheduled basis for a period of a month or longer will be categorized as routine services.
- C.3.1.1.4. A purchase order should be supplied prior to provision of services. All purchase orders should identify that the services being purchased are routine armed security services. All invoices should clearly indicate that the services being invoiced are for routine armed security services. If payment is being made using state p-card, a task order can be supplied in lieu of a purchase order that otherwise confirms to the requirements in this solicitation.
- C.3.1.1.5. If a dispute arises regarding invoicing of routine or emergency services, final determination will be made by Central Purchasing.

C.3.1.2. Category 2 – Temporary and Emergency Services

- C.3.1.2.1. Temporary and Emergency Services are armed security services that are utilized on a temporary or emergency basis.
- C.3.1.2.2. Successful vendors should be able to provide temporary or emergency services with no more than two hours advanced notice.
- C.3.1.2.3. Services provided immediately on an emergency basis or provided for a temporary period of time not to exceed one month will be categorized as temporary or emergency services.
- C.3.1.2.4. Do to the nature of emergency armed security services, services can be requested without prior provision of a purchase order. A purchase order must be provided and will identify the services being purchased as temporary/emergency armed security services within 24 hours of the initial request. If payment is being made using state p-card, a task order can be supplied in lieu of a purchase order that otherwise confirms to the requirements in this solicitation.
- C.3.1.2.5. If a facility decides to transition a temporary/emergency services agreement to a routine agreement, 48 hours' notice is required. During the 48 hours period, services may still be billed as temporary/emergency services at the discretion of the successful supplier.
- C.3.1.2.6. If a dispute arises regarding invoicing of routine or emergency services, final determination will be made by Central Purchasing.

C.3.2. General Duties

- C.3.2.1. Under this contract vendors may be required to provide some or all of the services listed below:
- C.3.2.2. Successful vendors must be familiar with and follow agency security policies and procedures, as well as post orders provided by the facility.
- C.3.2.3. Successful vendors must be able to perform opening and closing functions.
- C.3.2.4. Successful vendors must be able to monitor building fire alarms, intrusion detection systems, security camera systems, automated access control equipment and provide other monitoring functions as required.
- C.3.2.5. Successful vendors must be able to control visitor access to facilities through screening procedures as required by facilities.
- C.3.2.6. Successful vendors must be able to assist with the coordination of emergency evacuations and sheltering, and serve as first responders to alarms and emergencies.
- C.3.2.7. Successful vendors must be able to make security rounds on facility grounds and within facilities.

- C.3.2.8. Successful vendors must supply personnel who are able to control abusive, hostile or violent employees or visitors at the facilities utilizing this contract and who are knowledgeable in handling incidents without escalation.
- C.3.2.9. Successful vendors must provide personnel who are at all times be polite, courteous, respectful and responsive to all persons authorized to be at the facilities utilizing this contract.
- C.3.2.10. Successful vendors must be able to complete critical incident written reports and maintain other records as directed by facilities.
- C.3.2.11. Successful vendors must be able to comply with additional duties within the scope of the contract as required by facilities.
- C.3.3. Supervision
 - C.3.3.1. Successful vendors must maintain offices within the State of Oklahoma with staff devoted to full-time management and supervision of security personnel, able to quickly respond on-site as necessary to address any critical issues.
 - C.3.3.2. Successful vendors must be able to provide a facility-specific plan for periodic staff inspections, including uniform and equipment checks, appearance, attendance, knowledge and adherence to procedures and policies.
 - C.3.3.3. Successful vendors must ensure that security personnel do not engage in personal activities while performing duties under this contract and those personnel comply with each facility's restrictions regarding visitation with friends, family and acquaintances while performing services under this contract.
 - C.3.3.4. Successful vendors must be able to replace, at no additional expense, any personnel not performing under the terms of this contract within two hours of being notified of the request for replacement.
 - C.3.3.5. Successful vendors must have an available reserve staff for the replacement of guards due to illness or urgent time off requests, or other situations that require the immediate replacement of a guard.
 - C.3.3.6. Successful vendors are expected to work closely with facilities throughout the duration of facility agreements in order to ensure successful adherence to the contract.
- C.3.4. Licensing
 - C.3.4.1. Successful vendors must meet all statutory requirements to provide armed security services in the State of Oklahoma. The contractor has the sole responsibility for conducting criminal background screenings and to ensure security guard staff meets all training and certification requirements to provide armed security services in the State of Oklahoma.
 - C.3.4.2. Successful vendors will identify prior to provision of services whether subcontractors are to be used. Subcontractors under this agreement are considered the responsibility of the awarded vendor and must comply with all requirements.
 - C.3.4.3. Prior to the start of services with a facility, the contractor shall provide the contracting facility with copies of all licenses and permits for both contractor and security guard staff, and provide any revised or renewed licenses and permits throughout the term of the agreement with each facility. The Central Purchasing contract officer may request a review of these documents at any time.
- C.3.5. Equipment
 - C.3.5.1. Security guards must maintain a professional appearance with the same standard style of uniform so that they are easily recognizable to staff and outside visitors as security personnel.
 - C.3.5.2. Successful vendors must provide all labor, materials, equipment including all weapons and ammunition, personnel and incidentals necessary to provide appropriate security services to facilities utilizing this contract. All materials and equipment shall be clearly marked and identifiable so that it is not confused or associated with state property.
 - C.3.5.3. Successful vendors shall provide a list of all weapons with make/ caliber, and equipment to agency for approval prior to start of service. Agencies reserve the right to deem material / equipment not suitable for use on state property and vendor shall provide alternate material / equipment.
- C.3.6. Site Visits
 - C.3.6.1. Prior to issuing a purchase order, any facility utilizing this contract may request the successful vendor conduct a site visit. Scheduling of site visits will be coordinated through the facility and conducted at no charge to the requesting entity.
- C.3.7. Contract Transition
 - C.3.7.1. Successful vendors must have the ability to begin services with facilities utilizing this contract within thirty days of the award of the contract. Vendors are required to assist in coordinating the successful

transition to a new vendor in the case of a facility changing vendors between awarded suppliers or in the case a new vendor is awarded a contract at the expiration of this contract's term.

D. EVALUATION

D.1. Best Value Criteria

- D.1.1. The State intends to award to one or more Suppliers as a result of this Request for Proposal (RFP). Said contract will be awarded to the responsible Supplier(s) whose response, conforming to the RFP, is deemed best value.
- D.1.2. Upon receipt of all responses, each response will be evaluated to determine which Suppliers meet all minimum mandatory pre-requisites. Those proposals which met the minimum mandatory pre-requisites will enter the technical phase of evaluation. Proposals which do not meet the minimum mandatory pre-requisites will be deemed non-responsive at this point and will receive no further consideration.
- D.1.3. An evaluation team will conduct evaluation of responses and prices received in response to this solicitation according to these criteria:
 - D.1.3.1. technical proposal
 - D.1.3.2. past experience and performance
 - D.1.3.3. organizational capacity and resources
 - D.1.3.4. price
 - D.1.3.5. geographical coverage
 - D.1.3.6. account manager
 - D.1.3.7. early payment discount

E. INSTRUCTIONS TO SUPPLIER

E.1. Introduction

Prospective Bidders are urged to read this solicitation carefully. Failure to do so will be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.1.1. MANDATORY AND NON-MANDATORY TERMS

- E.1.1.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Bidder's Proposal.
- E.1.1.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

E.2. Technical Questions

Technical questions concerning the RFP should be submitted in writing to the contracting officer listed on the front page of the solicitation no later than June 6th, 2017.

E.3. RFP Submission Requirements

- E.3.1. Supplier should submit two (2) thumb drives containing an electronic copy of the proposal which must be clearly marked with the Supplier's name, solicitation number and date of solicitation closing.
 - E.3.1.1. All electronic documents must be in an unprotected, searchable format.

E.4. Solicitation Submission

Suppliers should submit the following components to ensure a complete response will be evaluated. Responses should clearly describe Supplier's ability to meet or exceed every requirement detailed in this RFP.

- E.4.1. Administrative Data
 - E.4.1.1. Suppliers must supply the administrative forms identified below:
 - E.4.1.1.1. OMES FORM CP 076
 - E.4.1.1.2. OMES FORM CP 004
- E.4.2. Technical Proposal

- E.4.2.1. Completion of Attachment E – Business and Technical Response Template
- E.4.2.2. Any necessary additions to document Attachment E.
- E.4.3. Past Experience and Performance Summary
 - E.4.3.1. Each supplier shall submit up to five (5) project descriptions detailing past or ongoing projects in which armed security services were successfully provided in routine *and* temporary or emergency circumstances, including the size of the facility, scope of services, and a contact who can verify successful completion of services.
 - E.4.3.2. Document shall not exceed one page, and shall list all project descriptions within the one page limit accompanied by title of Past Experience and Performance Summary.
- E.4.4. Reference Surveys
 - E.4.4.1. Each supplier shall submit up to five (5) references using the attached reference form (Attachment D). The supplied references are not required to include the projects listed in E.4.3.1.
- E.4.5. Organizational Capacity and Resources
 - E.4.5.1. Each supplier shall submit a description of their organization capacity and ability to meet the needs of the State of Oklahoma. This submission must not exceed two (2) pages, and must be titled to reflect Organizational Capacity.
 - E.4.5.2. Items which must be clearly described include, but not limited to:
 - E.4.5.2.1. The total number of armed security personnel currently on staff.
 - E.4.5.2.2. Number of available current armed security personnel available for routine services, as well as temporary/emergency services.
 - E.4.5.2.3. Estimated time frame required to recruit new personnel as facilities are added.
 - E.4.5.2.4. Geographical coverage which the State can expect services to be provided. This may be listed by regions of Oklahoma, such as quadrants divided by I-40 and I-35, or individually listed by county.
- E.4.6. Price
 - E.4.6.1. Each supplier shall submit a completed pricing sheet in accordance with Section G of the RFP.

F. ATTACHMENTS

- F.1. ATTACHMENT A – USAGE REPORTING TEMPLATE**
- F.2. ATTACHMENT B – STATE HOLIDAY CALENDAR**
- F.3. ATTACHMENT C – BID SHEET**
- F.4. ATTACHMENT D – REFERENCE SHEET**
- F.5. ATTACHMENT E – BUSINESS AND TECHNICAL RESPONSE TEMPLATE**

G. PRICE AND COST

Vendors must provide their pricing using the specified bid sheet, Attachment C. Failure to provide pricing using the form provided will result in disqualification of a vendor's bid. Pricing must remain firm for the first year of the contract.

There will be no cost of travel included in this contract. The hourly rates proposed on Attachment C will begin at the start of each shift and end at the end of each shift. The time required to travel to a location will not be included in the costs invoiced to the facilities utilizing this agreement.

Vendors shall provide firm, fixed, hourly rates per security officer for **both** Category 1 - Routine Armed Security Services and Category 2 – Temporary/Emergency Armed Security Services, as listed below:

Category 1 – Routine Armed Security Services

Standard Hours: 6:00AM to 6:00PM, Monday thru Friday

Nighttime Hours: 6:01PM to 5:59AM, Monday thru Friday

Standard Weekend Hours: 6:00AM to 6:00PM, Saturday and Sunday

Standard Weeknight Hours: 6:01PM to 5:59AM, Saturday and Sunday

Holiday Hours: 12:00AM to 11:59PM, on Official State Holidays (Reference Attachment B for a calendar of state holidays)

Category 2 – Temporary and Emergency Armed Security Services

Standard Hours: 6:00AM to 6:00PM, Monday thru Friday

Nighttime Hours: 6:01PM to 5:59AM, Monday thru Friday

Standard Weekend Hours: 6:00AM to 6:00PM, Saturday and Sunday

Standard Weeknight Hours: 6:01PM to 5:59AM, Saturday and Sunday

Holiday Hours: 12:00AM to 11:59PM, on Official State Holidays (Reference Attachment B for a calendar of state holidays)