



OKLAHOMA DEPARTMENT OF HUMAN SERVICES

Sequoyah Memorial Office Building
P.O. Box 25352
Oklahoma City, OK 73125-0352
(405) 521-3646 • www.okdhs.org



Issue Date: 06-21-2019

SOLICITATION NOTIFICATION
Attention: SALES DEPARTMENT

Oklahoma Department of Human Services (DHS) has the following solicitation available to bid for Lawn and Grounds Maintenance.

#20000209 – Cherokee County Office
1298 W. Fourth St.
Tahlequah, Oklahoma 74464

Mandatory on-site inspection: June 26th, 2019 any time between 9:00 am until 4:30 pm, Contact person: Whitney Baker 918-207-4504.

If you are interested in bidding on the above solicitation, you must contact the Contracting Officer listed below to obtain a Solicitation Packet **prior to** the mandatory on-site Inspection.

A **mandatory on-site Inspection** must be completed by bidder on the **date shown above** for **EACH** county **and** a Confirmation of On-site Inspection form (included in the Solicitation Packet) must be **signed** by the county contact and bidder on the date of the mandatory on-site inspection.

Bid Submission Due Date/Time: 3:00 pm CST July 3rd, 2019

Amendments to Solicitation may change the response due date. If submitting bids for multiple counties, separate bids must be submitted for each.

All questions must be directed to:
Lavieon Franklin, Contracting Officer
Ph: (405) 522-4795
E-mail: Lavieon.Franklin@okdhs.org



Solicitation Cover Page

1. Solicitation #: 20000209

2. Solicitation Issue Date: 06/21/2019

3. Brief Description of Requirement:

CHEROKEE COUNTY OFFICE
1298 W. FOURTH ST.
TAHLEQUAH, OKLAHOMA 74464

An onsite inspection will be held June 26th, 2019 9:00am until 4:30pm CDT at 1298 W. Fourth St. Tahlequah, OK
Attendance is mandatory to complete bid submission. Confirmation of On-Site Inspection form (included in Solicitation Packet) must be signed by the county contact and bidder on the date of the mandatory on-site inspection. All questions regarding this solicitation must be submitted in writing with solicitation number #20000209 in the subject line no later than 3:00pm CDT on June 28th, 2019 to Lavieon.franklin@okdhs.org. Question received after this date and time will not be answered. An Amendment will be posted after the deadline listing all questions received and their answers.

4. Response Due Date¹: 07/03/2019

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address:

Department of Human Services

ATTN: C& P – Lavieon Franklin
PO BOX 25352
Oklahoma City, Oklahoma
73125

Common Carrier Delivery Address:

Department of Human Services

ATTN: C & P – Lavieon Franklin
2400 N. Lincoln Blvd
Oklahoma City, Oklahoma
73105

Electronic Submission Address:

Lavieon.franklin@okdhs.org

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

Invitation to Bid

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

Request for Proposal

Request for Quote

7. Contracting Officer:

Name: Lavieon Franklin

Phone: 405-522-4795

Email: Lavieon.franklin@okdhs.org



This form is mandatory and must be enclosed with your solicitation.

Solicitation #: 20000209

I, _____, representative for the company of: _____
personally visited the Facility/facilities related to this solicitation and understand the facility related requirements
associated with this solicitation.

WHITNEY BAKER _____ AAI
Facility Contact Person Name (PRINT) Title

Facility Contact Person Signature Date

Vendor Representative Name (PRINT) Title

Vendor Representative Signature Date

Location Name: Cherokee County Office

Address: 1298 W. Fourth St. City: Tahlequah Zip: 74464

Date: 06/26/2019 Time: 9:00am until 4:30pm

Agency Contact Person
(for directions and/or appointments only): Whitney Baker Phone: 918-207-4504

Any questions as a result of the site visit must be submitted in writing via:

- email to Lavieon.Franklin@okdhs.org
- or fax to 1 - 405 - _____

No oral communication of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All modifications to the solicitation must be made in writing by the Office of Management and Enterprise Services, Central Purchasing Division.



Responding Bidder Information

"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # 20000209

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 Permit¹:

- 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 with the bid a certificate of insurance.
 NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

NO – Do not meet the criteria as a service-disabled veteran business.

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title

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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 an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- 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 Oklahoma Department of Human Services at 2400 N. Lincoln 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. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

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 initial contract period will be from the Date of Award until June 30, 2020. There will be an option to renew for four (4) additional twelve (12) month periods with a finite ending date of June 30th 2024.
- B.1.2** The State may extend the term of this contract for up to ninety (90) day intervals if mutually agreed upon by both parties in writing.

B.2. Billing Information

- B.2.1.** Supplier will bill DHS on a monthly basis. Claims for reimbursement of services shall be submitted within ninety (90) calendar days of the provision of services. Supporting encumbrances may be canceled upon a lapse of six months from the actual provision of services, unless specified otherwise in the contract. Supplier will provide documentation of such expenses to support requests for reimbursement that may include copies of invoices, evidence of payment by Supplier, and other documents as requested by DHS.

If the DHS or the state of Oklahoma finds that an overpayment or underpayment has been made to the supplier, DHS may adjust any subsequent payments to the Supplier to correct the account. A written explanation of the adjustment is to be issued to the Supplier with an explanation as to the manner in which a request for reconsideration may be made.

- B.2.2** Invoices will be submitted to Whitney Baker via mail or e-mail as follows:

**U.S. Postal Delivery Address: Department of Human Services
CHEROKEE COUNTY OFFICE
Attention: Whitney Baker
1298 W. Fourth St.
Tahlequah, Oklahoma 74464**

Electronic Submission Address: Whitney.Baker@okdhs.org

B.3 Travel

Suppliers that may incur travel expenses pursuant to an acquisition by a state agency from the supplier shall include travel expenses in the total acquisition price in the supplier's bid, proposal, or quotation. A state agency shall not pay any supplier travel expenses in addition to the total price of the acquisition.

B.4 Subcontracting

The service to be performed under this contract shall not be assigned or sub-contracted in whole or in part to any other person or entity without advance DHS written consent. The terms of this contract and such additional terms as DHS may require shall be included in any approved sub-contract and approval of any subcontract shall not relieve Contractor of any responsibility for performance under this contract.

B.5 Grievance Procedure

If this contract involves services to DHS clients, bidder shall have in place a system for resolution of said grievances. The grievance system used by bidder shall be subject to prior approval.

B.6 Information Security

B.6.1. General

- B.6.1.1.** All contracts and agreements entered into or on behalf of the Oklahoma Department of Human Services (DHS), where the relationship involves another private or public entity who hosts, stores, accesses, develops, uses, manages, manipulates, or maintains data and information systems owned by or on behalf of DHS, must include information security terms to protect the confidentiality, integrity, and availability of DHS information or information systems. Contractor recognizes that DHS has and will

have agency and client information that are confidential and need to be protected from improper disclosure. Contractor agrees that Contractor, any employees of Contractor, or any agents of Contractor will not at any time or in any manner, either directly or indirectly, use any information for Contractor's own benefit or divulge, disclose, or communicate in any manner any information to any third party. With the prior written consent of DHS, such information may be released to authorized third parties. Contractor will protect the information and treat it as strictly confidential. This includes, but is not limited to, total compliance with the Privacy Act of 1974 (Public Law 93-579), (5 U.S.C. 552a). All information in any format, including originals and copies thereof, shall be completely, permanently, and irretrievably destroyed within 30 calendar days after the required three-year record retention period.

- B.6.1.2.** Contractor will perform an annual audit of information security risk assessment that is due to the DHS Office of Inspector General Security & Emergency Management Unit by the first day of November of each year for private entities and by the last day in January for public entities. The final information security risk assessment report shall identify, prioritize, and document information security vulnerabilities of Contractor. Contractor is granted 60 business days after final report submission to respond with a mitigation plan for the identified security vulnerabilities. Contractor shall use either the standard security risk assessment created by the Office of Management and Enterprise Services or a third-party risk assessment meeting the ISO/IEC 27002 standards and using the National Institute of Standards and Technology Special Publication 800-30 (NIST SP800-30) process and approved by the Office of Management and Enterprise Services.
- B.6.1.3.** Contractor will disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of Oklahoma whose encrypted or unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay to DHS Office of Inspector General Security & Emergency Management Unit. Contractor must deliver a final report of the breach post-mortem, citing the reason, sources, affected records, and mitigation plans or actions within 10 business days of breach discovery.
- B.6.1.4.** Contractor will comply with Federal Information Processing Standards - FIPS 200 that promotes the development, implementation, and operations secure information systems within governmental agencies by establishing minimum levels of due diligence for information security and facilitating a more consistent, comparable, and repeatable approach for selecting and specifying security controls for information systems that meet minimum security requirements. Contractor must sign DHS acceptable use, confidentiality and non-disclosure agreements; user logon authorization; and may be subject to background checks.

B.6.2. User logon authorization

- B.6.2.1.** Contractor will not be granted access to DHS information systems without the prior completion and approval of Form 05SC004E, Logon Authorization Request for Non-DHS Employees. Certain types of access may require that a background check and verification be performed prior to granting access. Contractor will notify DHS immediately when employees that have access to DHS systems are terminated.

B.6.3. Business continuity and disaster recovery

- B.6.3.1.** Contractor will comply with the Office of Enterprise and Management Services minimum mandatory standards for information security and internal controls for contingency planning and disaster recovery. Contractor will develop business continuity and disaster recovery plans as stated in the Office of Enterprise and Management Services Core Oklahoma Information Security Policy Section 8.0, Business Continuity found at http://www.ok.gov/cio/Policy_and_Standards/. Contractor is further required to exercise, not less than annually, the recovery capabilities of developed plans. Contractor must submit exercise summaries annually or as exercises are conducted to DHS Office of Inspector General Security & Emergency Management Unit.

B.6.4. Auditing and compliance

- B.6.4.1.** DHS Office of Inspector General Security & Emergency Management Unit may, at its discretion, audit Contractor for information security compliance. Contractor must supply corrective action plans for non-compliant audit findings within 30 business days from the receipt of the final audit report from DHS. Failure to comply with these requirements may result in funding being withheld from Contractor.

B.6.5. HIPAA

- B.6.5.1.** Contractor shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") Parts 160,162, and 164 of Chapter 45 of the Code of Federal Regulations (45 C.F.R. Parts 160,162, and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 if the data they are hosting, storing, accessing, utilizing, managing, or manipulating contain electronic Protected Health Information (ePHI.) The definitions set forth in the Privacy Rule are incorporated by reference into this contract (45 C.F.R. §§ 160.103 and 164.501). Documentation of HIPAA compliance, including but not limited to, summaries of policies, procedures, practices and user training must be provided to DHS, Office of Inspector General Security & Emergency Management Unit. Failure to comply with the requirements of this standard may result in funding being withheld from Contractor, and/or full audit and inspection of Contractor's HIPAA security compliance as it pertains to this contract. Contractor will sign and adhere to a DHS Business Associate Agreement (BAA). The Business Associate Agreement provides for satisfactory assurances that Contractor will use the information only for the purposes for which it was engaged. Contractor agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract. Failure to comply with the requirements of this

standard may result in funding being withheld from Contractor, and/or full audit and inspection of Contractor's security compliance as it pertains to this contract.

- B.6.5.2.** To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to these revised obligations. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

B.6.6. Data Destruction

- B.6.6.1.** Prior to disposal, all floppy disks, CDs, magnetic tape, hard drives (desktop and server), data DVDs, or other media containing State sensitive information must be destroyed in accordance with the Office of Management and Enterprise Services Information Security Policy, Procedures and Guidelines section on Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media found at http://www.ok.gov/cio/Policy_and_Standards/

All hardcopy records that contain State sensitive information must be disposed of through a cross cut paper shredder (shredding both vertically and horizontally) or an equivalent secure destruction process.

B.7. Severability

- B.7.1.** If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

B.8. Audit

- B.8.1** Contractors must have a certified independent audit conducted in accordance with Government Auditing Standards and Office of Management and Budget (OMB) Compliance Supplement.
- B.8.2** Contractors that receive in excess of \$750,000 per year in state or federal funds must have a certified independent audit of its program-specific operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and the report shall include a Supplementary Schedule of State Awards listing all state revenues and expenditures by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source. The certified independent audit must cover the period for which the contract was in effect.
- B.8.3.** A certified public accountant or public accountant, who has a valid and current permit to practice accountancy, must perform the audit. DHS retains the right to approve the selection of and examine the work papers of said auditor. No approval will be withheld unreasonably.
- B.8.4.** Contractor must submit two copies of the annual audit along with a response to any audit findings and a copy of any management letter received, within 90 calendar days of the conclusion of Contractor's fiscal year. When the Contractor's fiscal year is the calendar year, an additional 30 calendar days will be allowed. Reports should be sent to the Internal Audit Administrator, Office of Inspector General, and PO Box 25352, Oklahoma City, Oklahoma 73125.

B.9. Equipment

- B.9.1.** Any equipment or other tangible materials directly and/or specifically purchased with funds provided through this contract and previously approved for said purchase by DHS shall remain/become the property of the State of Oklahoma and shall be held, maintained, and insured by the Bidder for the benefit of DHS. Upon termination or cancellation of the contract, for any reason, DHS may demand the delivery/return of such equipment or materials at the Contractor's sole cost and expense. The Contractor shall notify DHS prior to relocation or substantial alteration of such equipment or materials.

B.10. Conflict of Interest

- B.10.1** All Bidders must disclose any contractual relationship or any other contact with any state personnel, Contractor or Sub-Contractor involved in the development of the Bidder's response to the solicitation resulting in this contract. Any conflict of interest shall, at the sole discretion of OMES/CP and DHS, be grounds for rejection of the response or termination of this contract.
- B.10.2.** In addition to any requirements of law or through a professional code of ethics or conduct, Bidder is required to disclose any outside activities or interests that conflict or may conflict with the best interests of DHS or the State of Oklahoma. Further, Bidder shall not plan, prepare or engage in any activity that conflicts or may conflict with the best interests of DHS or the State of Oklahoma during the period of this agreement without prior written approval of DHS. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with DHS.

B.11. Whistleblower Protection Act

B.11.1. The parties acknowledge and agree the Pilot Program for Enhancement of Contractor Employee Whistle Blower Protections, 41U.S.C. Section 4712, may apply to this contract or grant and that no employee of a Contractor, Sub-Contractor, or grantee may be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or public body enumerated in said section when that employee reasonably believes evidence exists of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, and abuse of authority relating to a Federal contract of grant, a substantial and specific danger to public health or safety or a violation of law, rule or regulation related to a Federal contract.

B.12 Dispute Resolution

B.12.1 Any dispute concerning the question of fact in connection with the work, not disposed of by the contract between the parties hereto, shall be referred to the State agency that initially awarded this contract (e.g., Office of Management and Enterprise Services). The decision of the administrator of said agency, or his/her duly authorized representatives, shall be final and conclusive on the parties to this contract.

B.13 Covenant Against Contingent Fees

B.13.1. The bidder warrants that it has not employed or retained any company or person specifically to solicit or secure this Contract, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the State shall have the right to annul this Contract without liability, or at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

B.14 Equal Employment Opportunity and Discrimination

B.14.1. Contractor agrees to comply with all federal and state laws prohibiting discrimination and assures services will be provided without distinction on the basis of race, sex, color, national origin, or disability and no other distinction will be made on the basis of age except as the law allows.

Contractor assures compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, Executive Orders 11246 and 11375, and the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments to and all requirements imposed by the regulations issued pursuant to these acts.

B.15 Incorporation of Provisions

B.15.1. The contractor shall include the provisions of the above paragraphs of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interest of the State.

B.16 Hold Harmless Clause

B.16.1. The contractor shall indemnify and save harmless the State, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against the State, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from acts of said contractor or its servants, agents and subcontractors, in doing the work and rendered the services Contracted for, or by or consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or omission of said contractor or his or its servants, agents and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court costs and all other expenses incurred in the investigation and defense of any claim or suit. When a state agency is named a defendant in any filed or threatened lawsuit, the defense of the state agency shall be coordinated by the Attorney General of Oklahoma.

B.17 Amendments or Modification of Contract

B.17.1. No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by the State shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this contract.

B.18 Minor Deficiencies or Informalities

B.18.1 "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.18.2 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.19 Confidential Information

B.19.1. Contractor recognizes that DHS has and will have agency and client information that are confidential and need to be protected from improper disclosure. Contractor agrees that Contractor, any employees of Contractor, or any agents of Contractor will not at any time or in any manner, either directly or indirectly, use any information for Contractor's own benefit or divulge, disclose, or communicate in any manner any confidential information to any third party.

B.20 Failure to Enforce

B.20.1. Failure by the State of Oklahoma at any time to enforce the provisions of this contract shall not be construed as a waiver of any such provisions or of the state's right to do so in the future. Such failure to enforce shall not affect the validity of this contract or any part thereof or the State of Oklahoma's right to enforce any provisions at any time in accordance with its terms. Further, the state's selection of one remedy at law or in equity shall not be deemed an election of remedies and state shall maintain all rights and remedies provided herein.

B.21 Drug-free Workplace

B.21.1. Contractors that:

- receive a federal grant;
- have a contract with a federal agency;
- have a subcontract that includes a drug-free workplace requirement; or
- are subject to any federal agency regulations such as, but not limited to, those of the Department of Health and Human Services, Department of Transportation, Department of Defense, or Nuclear Regulatory Commission; and
- must certify compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

B.22 Environmental Protection

B.22.1. If the payments pursuant to this contract are expected to exceed \$100,000, then Contractor must comply with Section 306 of the Clean Air Act (42 U.S.C. 1957(L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency (EPA) Regulations (40 C.F.R. Part 15) that prohibits the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

B.23 Lobbying

B.23.1. Contractor certifies compliance with the Anti-Lobbying law (31 U.S.C 1325) and implemented at 45 C.F.R. Part 93, for persons entering into a grant or cooperative contract over \$100,000 as defined at 45 C.F.R. 93 §§ 93.105 and 93.110.

B.24 False Claims Act

B.24.1. Contractor shall promptly notify DHS of any credible evidence that a principal, employee, agent, contractor, sub-grantee, Sub-Contractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct.

B.25 DHS Logo Requirements

B.25.1. During the term of the contract and any subsequent renewal period of the contract, the Contractor is authorized and shall include the DHS logo on its website and on all printed materials to indicate services are provided in coordination with DHS. A DHS logo may be obtained from DHS website at: <http://www.DHS.org/library/news/mk/docs/logos.htm> or by navigating to the DHS website at www.DHS.org, select Newsroom and select Logos. Size selection and placement of the logo on materials or website should be appropriate as determined by the Contractor. Records of the use of the DHS logo should be maintained by the Contractor and be made available for review at the discretion of DHS. Contractor is not authorized to modify the DHS logo or to use in any inappropriate fashion. DHS bears no costs associated with the contractor's placement or use of the DHS logo. Upon DHS request, termination of the contract or expiration of the contract, the Contractor will remove the DHS logo from its website and cease production of the DHS logo on printed materials. DHS solely reserves the right to determine enforceability of this clause.

C. SOLICITATION SPECIFICATIONS

C.1. See Attachment A – Lawn and Ground Maintenance Specifications.

C.2. It is currently anticipated that the service will be provided for () days per week but that may increase or decrease throughout the life of the contract. DHS reserves the right to determine days and frequency of service.

D. INSTRUCTIONS TO BIDDER

D.1. The mandatory on-site inspection will be held at Cherokee County DHS Office located at 1298 W. Fourth St, Tahlequah, Oklahoma 74464 and must be completed by supplier on June, 26th anytime between 9:00am until 4:30pm. **Attendance is mandatory** to complete a bid submission and the Confirmation of On-Site Inspection form, must be completed and submitted with supplier's response or the response will not be considered.

D.2. Any questions concerning Request to Bid must be submitted by 3:00pm CDT Friday, June 28th, 2019.

Questions must be submitted in writing via:

Email to Lavieon.Franklin@okdhs.org with the Solicitation #20000209 in the Subject Line. Questions received after this date and time will not be answered. Answers to questions will be provided to all via email after this deadline.

Bid Submission Due Date/Time is: July 3rd, 2019 at 3:00pm CDT.

E. CHECKLIST

Solicitation Packets **MUST** include:

- Completed Responding Bidder Information Form
- Completed Non-Collusion Form
- Proof of Liability Insurance
- Completed On-Site Inspection Form
- Proposed Price and Cost

F. OTHER

None

G. PRICE AND COST

G.1. Suppliers must give a monthly basis rate that is inclusive of all services provided under this contract. Suppliers must list below the monthly rate for each of the contract periods. See Section C.

Initial contract period: July 1, 2019 through June 30, 2020	\$ _____	per month
1st contract period: July 1, 2020 through June 30, 2021	\$ _____	per month
2nd contract period: July 1, 2021 through June 30, 2022	\$ _____	per month
3rd contract period: July 1, 2022 through June 30, 2023	\$ _____	per month
4 th contract period: July 1, 2023 through June 30, 2024	\$ _____	per month

OKLAHOMA DEPARTMENT OF HUMAN SERVICES
PERFORMANCE LAWN AND GROUND MAINTENANCE SPECIFICATIONS
ATTACHEMENT A

Specifications are for comprehensive grounds keeping and are not solely for Lawn Mowing.

1. The contractor shall provide all personnel, equipment, tools, supervision and other items necessary to ensure that grounds maintenance is performed in a manner that will maintain healthy grass, trees, shrubs and plants, and present a clean, neat and professional appearance.
2. Grass clippings shall be removed or mulched when visible after mowing. Contractor shall maintain the growth of grass height on grounds between 2 to 4 inches. The height is a guideline for a neat and professional appearance. All grounds shall look well-manicured at all times.
3. Sidewalks, driveways, curbs, and other concrete or asphalt edges shall be edged at least every other mowing. Areas that require edging will include removal of vegetation from cracks in sidewalks, driveways, and curbs within .5 inch of the edged surface and to a depth of 2.0 inches.
4. Grass and weeds shall be trimmed around trees, shrubs, buildings, fences, poles, posts, fire hydrants, parking lot bumper blocks, boulders and other fixed obstacles. Trimming height shall match surrounding area grass heights. All areas shall be trimmed concurrent with mowing. Damage to trees and shrubs from trimming shall be repaired by the contractor. If a plant or shrub should die or become unhealthy due to damage, the contractor will be responsible for replacing the damaged plant with a plant of same size and type.
5. Where facilities have lawn sprinkler systems, the contractor is responsible for coordinating with building maintenance personnel Whitney Baker, at 918 - 207 - 4504 to ensure that system is set to deliver water.

Any damage or required adjustments to the sprinkler system components must be reported immediately to the assigned DHS representative. Contractor is responsible for costs associated with damage of any sprinkler system components if damaged by contractor.

6. The contractor shall perform general litter patrol in all areas. Responsibilities shall include, but not be limited to, the removal and disposal of all natural debris, (tree limbs, dry brush, rodent habitats, dead animals, etc.) and man-made debris. Leaves shall be kept removed from the entire site at all times. During peak periods of leaf accumulations, leaves must be removed at least _____ week _____ly.
7. Areas damaged by contractor shall be seeded, sprigged or sodded to meet the standards of surrounding areas.
8. Contractor will furnish all transportation, equipment, and necessary supplies including but not restricted to: mowers, edgers, blowers, spreaders and sprayers. The contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform all tasks described in a favorable manner. The equipment furnished by the contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment which in any way pulls or rips the grass or damages the turf shall not be allowed to operate under this contract.
9. The contractor shall be responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. The contractor shall provide, without extra charge, all incidental items required as part of the work even though not particularly specified or indicated. It is not the responsibility of DHS to point out requirements being neglected. Any unacceptable performance which is not in accordance with the specifications of this contract shall be corrected immediately. The contractor shall keep himself/herself fully informed and comply with all local, state and federal laws, ordinance and regulations. Any permit, licensed, certifications or fees required for the performance of the work shall be obtained and paid for the by the contractor.

10. The contractor shall be responsible for protecting and preserving from damage any and all facilities, public and private, which are adjacent to the area where the work is being performed. The contractor shall be held liable for all damages done to fixed objects including, but not limited to: signs, posts, buildings and all vegetation, including turf, trees, shrubs, and desirable natural growth. Damage shall include but no be limited to: skinning, scraping, limbing, or gouging of trees or shrubs, and rutting, scalping or tearing of turf.

