



OKLAHOMA DEPARTMENT OF HUMAN SERVICES

Sequoyah Memorial Office Building

P.O. Box 25352

Oklahoma City, OK 73125-0352

(405) 521-4314 • www.okdhs.org



Issue Date: 02/21/20

SOLICITATION NOTIFICATION

Attention: SALES DEPARTMENT

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

#20011366 – Tulsa County Office 3666 N Peoria , Tulsa OK 74106

Mandatory on-site inspections: **Wednesday, February 26th 2020** Contact Person: **Deanna House 918-430-2587**

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 and a Confirmation of On-site Inspection form (included in the Solicitation Packet) must be signed by the agency contact and bidder on the date of the mandatory on-site inspection.

Bid Submission Due Date/Time: Thursday, March 5 2020 3pm CST

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:

Edward Cloud, Contracting Officer

Phone: (405) 521-4315

E-mail: edward.cloud@okdhs.org



State of Oklahoma
Oklahoma Department of Human
Services

Confirmation of On-Site
Inspection

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

Solicitation #: 20011366

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.

Facility Contact Person Name (PRINT) Title

Facility Contact Person Signature Date

Vendor Representative Name (PRINT) Title

Vendor Representative Signature Date

Location Name: DHS Tulsa County Office

Address: 3666 N Peoria City: Tulsa Zip: 74105

Date: February 26th, 2020 Time: 10:00am CST

Agency Contact Person
(for directions and/or appointments only): Deanna House Phone: 918-430-2587

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

- email to edward.cloud@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.

TABLE OF CONTENTS

A GENERAL PROVISIONS..... 4
B. SPECIAL PROVISIONS 9
C. SOLICITATION SPECIFICATIONS..... 9
D. EVALUATION 11
E. INSTRUCTIONS TO SUPPLIER 11
F. CHECKLIST 11
G. OTHER 11
H. PRICE AND COST 12



**State of Oklahoma
Department of Human Services**

Solicitation

Solicitation #: 20011366

Solicitation Issue Date: February 21st, 2020

Brief Description of Requirement:

Oklahoma Department of Human Services (DHS) Adult And Family Services Division has the following Invitation to Bid (ITB) for lawn care services at the Tulsa County Office: 3666 N Peoria, Tulsa Oklahoma 74106.

Completed response may be returned by: **Thursday March 5th, 2020**

Sealed Bid to the location or mailing address below; or

Email in .PDF format to edward.cloud@okdhs.org with solicitation number 20011366 in the subject line.

Response Due Date¹: March 5, 2020

Time: 3:00pm CST/CDT

Issued By and RETURN SEALED BID TO²:

Agency Name: Oklahoma Department of Human Services

- U.S. Postal Delivery: Contracts and Purchasing PO Box 25352, Oklahoma City OK 73125
- Carrier Delivery: Contracts and Purchasing 2400 N. Lincoln Blvd, Oklahoma City OK 73105

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

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

1. Shipping Location: N/A

2. Contracting Officer:

Name: Edward Cloud

Phone: 405-521-3439

Email: edward.cloud@okdhs.org

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

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



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

1. RE: Solicitation # 20011366

2. Bidder General Information:

FEI / SSN : VEN ID:
Company Name:

3. Bidder Contact Information:

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

4. Oklahoma Sales Tax Permit (type "X" at one below):

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

5. Registration with the Oklahoma Secretary of State (type "X" at one below):

- 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

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 (type "X" at one below):

- 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

Authorized Signature Date
Printed Name Title

3 For frequently asked questions concerning Oklahoma Sales Tax Permit, see
4 For frequently asked questions concerning workers' compensation insurance, see



**State of Oklahoma
Department of Human Services**

**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.

Solicitation or Purchase Order #: 20011366

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

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

A. GENERAL PROVISIONS

A.1. Definitions

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" 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 procuring agency 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 procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to 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 procuring agency 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- No Public Bid Opening located at 2400 N. Lincoln Blvd Oklahoma City, OK at the time and date specified in the solicitation as the 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 procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
 - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.2. Solicitation, as amended (if applicable); and
 - A.9.2.3. 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 Contracting Officer specified in 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 State prior to the closing date.

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

A.14. Award of Contract

A.14.1. 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.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.14.3. In order to receive 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.15. Contract Modification

A.15.1. 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 Contract Modification, signed by the State Purchasing Director.

A.15.2. 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 procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all

items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.17. Invoicing and Payment

A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

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

A.19. Audit and Records Clause

A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of 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.20. Non-Appropriation Clause

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

A.21. Choice of Law

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

A.22. Choice of Venue

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

A.23. Termination for Cause

A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

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

A.24. Termination for Convenience

A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the 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.24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including 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 procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

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

A.27. Compliance with 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.28. Compliance with Applicable Laws

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

A.29. 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 Compensation and Billing

- B.1.1.** Contractor will bill DHS on a monthly basis for services. Claims for reimbursement of services shall be submitted within 90 calendar days of the provision of services. 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. Supporting encumbrances may be canceled upon a lapse of six months from the actual provision of services. DHS will have 45 calendar days from presentation of a proper invoice to issue payment to Supplier.
- B.1.2.** If DHS finds that an overpayment or underpayment has been made to Supplier, DHS may adjust any subsequent payments to Supplier to correct the account. A written explanation of the adjustment will be issued to Supplier by DHS.

B.2 Sub-Contracting

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 Supplier of any responsibility for performance under this contract.

B.3 Limitation of Liability

Supplier agrees to indemnify DHS and the State of Oklahoma in respect to all damages, expenses, fines, judgments, and costs including attorney fees arising from negligence, acts or omissions of Supplier, Supplier's agents, Sub-Contractors, and assigns in connection with performance of this contract. Without waiving any defense or immunity and subject to the Oklahoma Governmental Tort Claims Act, DHS agrees to bear all expenses, fines, judgments, and costs that may arise from any acts or omission of its officials or employees in connection with this contract.

B.4 Severability

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.5 Failure to Enforce

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.6 Whistleblower Protection Act

The parties acknowledge and agree the Pilot Program for Enhancement of Supplier Employee Whistleblower Protections, 41 U.S.C. Section 4712, may apply to this contract or grant and that no employee of a Supplier, Sub-Supplier, 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, an abuse of authority relating to a Federal contract or 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.8 DHS Logo Requirements

During the term of the contract and any subsequent renewal period of the contract, the contractor is authorized and shall include DHS Logo on its website and on all printed materials to indicate services are provided in coordination with DHS. DHS Logo may be obtained from DHS website at: <http://www.okdhs.org/library/news/mk/docs/logos.htm> or by navigating to DHS website at www.okdhs.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 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 DHS Logo or to use in any inappropriate fashion. DHS bears no costs associated with the contractor's placement or use of DHS Logo. Upon DHS request, termination of the contract or expiration of the contract, the Contractor will remove DHS Logo from its website and cease production of DHS Logo on printed materials. DHS solely reserves the right to determine enforceability of this clause.

B.9. Contract Period

For billing purposes, this contract will be for the mowing season only. The mowing season is considered April through October with an option of a one-time treatment outside of season.

C. SOLICITATION SPECIFICATIONS

C.1 Objective

The objective of this solicitation is to receive proposals from Suppliers to provide Lawn Care and Maintenance for the DHS Tulsa County Office at **3666 N Peoria, Tulsa OK 74106**.

Initial contract period will be from Date of Award to June 30, 2020. There will be an option to renew for 3 additional periods with a finite ending date of June 30th 2023.

C.2 Scope of Work

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.

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.

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.

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.

Where facilities have lawn sprinkler systems, the contractor is responsible for coordinating with building personnel Shirley Barton, at 918-746-3374 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.

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 as needed.

Areas damaged by contractor shall be seeded, sprigged or sodded to meet the standards of surrounding areas.

Maintain bedding and planted areas. Water, edge, eliminate weeds in shrub and plant beds. All beds, shrubs and trees shall be mulched with three (3") of mulch. This level will be maintained at all times.

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.

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.

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.

D. EVALUATION

Award will be based on lowest and best of quoted price.

E. INSTRUCTIONS TO SUPPLIER

The onsite pre-bid conference will be held at **3666 N Peoria, Tulsa OK 74106** on **February 26th 2020** at **10:00am** CST. Attendance is mandatory to complete a bid submission.

Questions must be submitted by **3pm CST Monday, March 2nd 2020**

Any questions concerning this Invitation to Bid must be submitted in writing via email to edward.cloud@okdhs.org with the Solicitation #20011366 in the Subject Line.

F. CHECKLIST

Solicitation packets must include:

- Completed responding bidder information form
- Completed non-collusion form
- Completed on-site confirmation form
- Proposed price and cost
- Proof of Liability Insurance

G. OTHER

NONE

H. PRICE AND COST

Suppliers must give a monthly rate that is inclusive of all services provided under this contract. Suppliers must list below the monthly rate for each of the contract periods.

1 st contract period:	Date of Award to June 30, 2020	\$_____ per month
2 nd contract period:	July 1, 2020 through June 30, 2021	\$_____ per month
3 rd contract period:	July 1, 2021 through June 30, 2022	\$_____ per month
4 th contract period:	July 1, 2022 through June 30, 2023	\$_____ per month