State of Oklahoma
Oklahoma State Bureau of Investigation
Procurement and Facilities

Solicitation

Solicitation #: 3080000353 **Solicitation Issue Date:** 06/06/2016

Brief Description of Requirement:

The OSBI is seeking to establish a janitorial contract for the Northeast Regional Laboratory located at 1995 Airport Parkway Tahlequah, OK 74464. From date of award through June 30, 2017 with four additional options to renew. Any questions should be directed to the purchasing agent prior to close of business on Monday, June 20, 2016.

Response Due Date[1]**:** 06/23/2016 **Time**: 14:45 CST/CDT

Issued By and RETURN SEALED BID TO[2]**:**

Agency Name: OSBI

- U.S. Postal Delivery: 6600 N. Harvey Place Oklahoma City, OK 73116
- Carrier Delivery: 6600 N. Harvey Place Oklahoma City, OK 73116

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

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

1. **Shipping Location**: Services @ 1995 Airport Parkway Tahlequah, OK 74464

2. **Contracting Officer**:

Name: Nancy McFarland
Phone: 405-879-2521
Email: nancy.mcfarland@osbi.ok.gov

[1] Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")
[2] If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries

State of Oklahoma
Oklahoma State Bureau of Investigation
Procurement and Facilities

Responding Bidder Information

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

1. **RE: Solicitation #** 3080000353

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**[1] (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 (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 (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 (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)[2]

_____ _____
Authorized Signature Date

_____ _____
Printed Name Title

[1] For frequently asked questions concerning Oklahoma Sales Tax Permit, see http://www.tax.ok.gov/faq/faqbussales.html
[2] For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/faqs.html#c221

State of Oklahoma
Oklahoma State Bureau of Investigat
Procurement and Facilities

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 #: 3080000353

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 collusion with any state agency or political subdivision official or employee as to create a sole source acquisition in contradiction to Section 85.45j.1. of this title.

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature	Certified This Date
Printed Name	Title
Phone Number	Email
Fax Number	

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 Purchasing Staff located at 6600 N.Harvey Pl. Oklahoma City, OK 73116 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 260:115-7-32.

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. Indemnification

The supplier shall agree to indemnify and hold the OSBI harmless against any and all bodily injury and property damage, deficiencies or liabilities resulting from any negligence on the part of the vendor or non-fulfillment of any term or condition of this contract. The supplier shall indemnify and hold harmless the OSBI under this contract from any and all assessments, judgments, costs, legal and other reasonable expenses incidental to any of the foregoing.

B.2. Signed Agreement

THIS SOLICITATION, ALONG WITH RESULTANT PURCHASE ORDER, CONSTITUTES THE ENTIRE AGREEMENT. NO ADDITIONAL AGREEMENTS OR END USER LICENSING AGREEMENTS WILL BE SIGNED.

B.3. Multiple Awards

The OSBI reserves the right to award this contract to a single vendor or to multiple vendors, whichever is deemed to be in the State's best interest.

B.4. Unequivocal Acceptance

All terms identified in the bid specifications/contract are inclusive. By its response (execution), Supplier agrees to terms and conditions of the bid specifications unless a variation or exception is specifically noted. Any variation or exception may disqualify the response.

B.5. Price

Supplier warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Supplier to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

Proposals shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

B.6. Invoices

Supplier will invoice the OSBI in arrears of services provided. Claims for reimbursement of services shall be submitted in arrears and within 90 calendar days of the provision of services. The supplier will send one copy of their invoice bearing the purchase order number, time period and amount due to:

OSBI

Attn: Accounting

6600 N. Harvey Place

OKLAHOMA CITY, OKLAHOMA, 73116

B.7. Late Payment

Pursuant to Oklahoma State Statute 62 O.S.§ 34.72, payment shall not be considered late until forty-five (45) days after receipt of proper invoice.

B.8. Assignment

Supplier's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without prior written consent of the OSBI.

B.9. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement 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.10. Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

B.11. Gratuities

The right of the successful supplier to perform under contract may be terminated by written notice if the Contracting Officer determines that the successful supplier, or its agents or another representative offered or gave a gratuity (e.g. entertainment or gift) to an officer, official, or employee of the State.

B.12. Limitation of Liability

Supplier shall be liable for any damages resulting from, arising out of, or relating to the services provided through this agreement. Supplier's liability for all programs, including software products owned or distributed by the Supplier, program documentation, and any program updates acquired through technical support shall be limited to the Supplier's warranty.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

B.13. Failure to Provide

The Supplier's repeated failure to provide defined services, without reasonable basis as determined by the OSBI, shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract.

B.14. Cost of Preparation

The State is not liable for any cost associated with the preparation of the Vendor's bid or any cost incurred by any bidder prior to issuance of any agreement or contract. All responses, inquiries, or correspondence relating to or in reference to this ITB, when received by the State will become the property of the State.

B.15. Registration with Oklahoma Office of Management and Enterprise Services (OMES)

Prior to award of contract, successful vendor must be registered with Oklahoma Office of Management and Enterprise Services (OMES), Central Purchasing Division. This generally costs the vendor $25.00 to register. The link for this registration is https://www.ok.gov/dcs/vendors2/app/index.php

B.16. Insurance

The Supplier shall maintain insurance in the following amounts. The OSBI must be notified if the insurance policies are being cancelled or not being renewed.

B.16.1. A Certificate of Insurance indicating general liability insurance with a minimum combined single limit of $1,000,000.00 is required.

B.16.2. A Certificate of Insurance indicating Workers' Compensation Insurance in compliance with the Oklahoma Workers' Compensation Law is also required.

B.16.3. Both Certificates of Insurance must be provided to the OSBI after an award of contract and before any work begins.

B.17. Option to Renew

At its sole discretion, the OSBI may exercise an option to renew this contract and/or any Contract Addendum for four (4) additional one-year terms on the same terms and conditions as in this contract.

If the OSBI decides to exercise this option to renew, OSBI Purchasing will provide written notice to the supplier of its intention to renew. Under no condition will this Contract or any Contract Addendum renew automatically. Bid responses musts include proposed rates for providing this same level of service for years two through five.

C. SOLICITATION SPECIFICATIONS

C.1. Services

This contract shall establish janitorial services for the OSBI laboratory located at 1995 Airport Parkway, Tahlequah, Oklahoma. Services are to be provided one (1) days per week between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, on a mutually agreeable schedule. The work covered in these specifications consists of furnishing all management supervision, janitorial employees, janitorial supplies, and equipment (except for those items identified in Section C.15.), necessary for accomplishment of complete janitorial services.

Contract will be effective from date of award through June 30th, 2017 with four (4) additional 12-month options to renew under the same terms and conditions.

C.2. Personnel

C.2.1. Supplier will employ only trained and qualified workers who are proficient in performing janitorial services using equipment, methods, and techniques as specified in the contract and commonly used within the trade.

C.2.2. Supplier and Supplier's employees must be United States citizens or be legally eligible to work in the United States. When requested, Supplier shall provide proof of eligibility of Supplier or Supplier's employees to work in the United States as indicated to comply with OSBI requirements or local, State and Federal laws.

C.2.3. Janitorial personnel shall at all time be employees of the Supplier (no sub-Suppliers or franchises without written permission from the OSBI). Supplier's employees are required to be a minimum age of eighteen with direct supervision on the premises or the age of twenty-one if not directly supervised.

C.2.4. Janitorial personnel shall present a neat, clean and well-groomed appearance at all times. Janitorial personnel will stay in their assigned work area and not be allowed to wander through the building.

C.2.5. Supplier will assign sufficient personnel to insure effective compliance with all provisions of the contract, including supervision.

C.2.6. The OSBI will conduct investigations on companies and individuals with whom it contracts to provide janitorial services including but not limited to a background investigation, polygraph examination and national criminal history record check. The successful Supplier shall submit data as required by the OSBI for each proposed employee. No employee of the Supplier shall work on the premises until

the individual is approved by the OSBI. Any person found not acceptable to the OSBI will not be allowed to perform work at any OSBI facility.

C.2.7. Areas designated for janitorial employees will be determined by the OSBI. Breaks are not to be taken in private offices. No televisions are to be used. No janitorial personnel shall sit at the desks of an OSBI employee or open any desk drawers. Use of OSBI telephones or computers is prohibited unless specifically approved by the OSBI Facility Manager. Personal use of telephones and computers is prohibited. Purses, shopping bags, large coats or other property of the Supplier's employees will be allowed only in designated areas. Personal belongings should be stored in the area designated for the janitorial Supplier.

C.3. Keys/Key Cards/Access Codes

No keys will be provided for NERL, entry to building and restricted areas will be granted by employees as needed.

C.4. Locked Areas

Whenever private offices or other areas are locked, those rooms shall not be entered. It will be a violation of the provisions of this contract for the Supplier or Supplier's employees to access any locked area. Likewise, it will be a violation of this contract for janitorial personnel to open locked rooms or locked areas to permit entrance by persons other than janitorial personnel in the fulfillment of their duties.

C.5. Off-Limit Areas

Certain rooms may be designated as off-limits to the Supplier and Supplier's personnel. The Supplier or Supplier's employees shall not enter these rooms at any time. Violation of this provision will be cause for immediate termination of the contract.

C.6. Equipment

All equipment and tools shall be furnished by the Supplier and shall be properly maintained in a sanitary condition and proper working order. All equipment and tools must be maintained to standards appropriate for each. Equipment with frayed cords, etc. will not be allowed in the facility. Equipment provided will be suitable for tasks to be performed. When not in use, equipment shall be stored in appropriate areas designated for Supplier. The OSBI shall not be held responsible for any item of Supplier equipment, which may be lost, damaged, or stolen unless loss, damage or theft is through negligence of the OSBI's employees.

C.7. Damages

All tasks accomplished by janitorial personnel will be performed so as to preclude damage or disfigurement to furniture and/or building structure. Damage or loss of the OSBI's furniture, fixtures, or building structure as a result of negligence or intent by janitorial personnel will be the responsibility of the Supplier. The Supplier will reimburse OSBI expenses incurred for necessary repair or replacement.

C.8. Moving Furniture/Equipment

As soon as practical, after award of this contract, the OSBI Facilities Manager or designee will show the Supplier those items of equipment that are not to be moved by janitorial personnel during the cleaning process. Items that must not be moved may include, but not be limited to, file cabinets, desks, computers and appliances. Items that must be moved prior to tasks such as vacuuming, mopping, removing or applying floor finishing and carpet shampooing may include, but not be limited to, chairs, tables, floor or chair mats and trash cans.

C.9. Performance

It is the Supplier's responsibility to bring everything included in this Contract up to standard. OSBI should only have to point out rare and isolated problems, if any. Anything not acceptable in accordance with the contract shall be corrected immediately. Failure to do so will constitute grounds for filing Supplier complaints with the Office of Management and Enterprise Services (OMES), Central Purchasing Division potentially leading to corrective action, up to and including termination of contract.

C.10. Hazardous Substances

Supplier shall ensure that labels on containers of hazardous substances are not removed or defaced. If substance has been put in containers other than their original container, such containers must be labeled. Labels shall include the name of the product, the hazardous substance(s) it contains and instructions in case of emergency. Material Safety Data Sheets shall be furnished to the OSBI.

C.11. Emergencies

In an emergency affecting safety of person or property, the Supplier shall act, at the Supplier's discretion, to prevent threatened damage, injury or loss.

C.12. Space Allocated to Supplier

C.12.1. The OSBI will provide secure space for storage of supplies and equipment belonging to the Supplier. Space allocated to Supplier shall be kept neat and clean at all times. All materials and cleaning supplies and equipment shall be stored using the manufacturer's recommendations. This shall prevent any chemical spills, chemical fumes and provide for the safe storage of all cleaning equipment and supplies. All materials not immediately in use must be properly stored to avoid safety hazards.

C.12.2. All wet mop heads must be rinsed carefully after each use and replaced with new or clean dry mop heads when rinsing no longer restores them to a reasonable state of cleanliness. When not in actual use all such equipment, tools, and carts will be stored or left only in the designated storage areas.

C.12.3. Dirty water and cleaning solutions shall be disposed of immediately in hopper sinks or floor drains in janitorial area. Cleaning solutions shall not be disposed of in any other floor drain, or in the restrooms, sinks in kitchens, food service areas, dining rooms or dishwashing areas. Cleaning gear closets shall be kept in a clean and

orderly manner. Sink strainers or floor drain covers shall not be removed except for cleaning purposes and will be replaced immediately after cleaning.

C.12.4. All materials and supplies shall be stored in accordance with applicable fire regulations. In no case shall rags be permitted to accumulate in boxes or cans. Clean rags may be stored in metal containers at the floor level provided the containers are equipped with lids which are kept in place at all times. Combustible materials subject to spontaneous ignition must be disposed of or stored outside the building in covered metal containers.

C.13. Safety Measures

The Supplier shall be responsible for instructing janitorial personnel in appropriate safety measures. Janitorial personnel must not place mops, brooms, machines or other equipment in traffic lanes or other locations in such a manner as to create safety hazards. Appropriate, neat appearing, well kept signs to indicate wet or hazardous floors or to caution staff or customers walking in an area being cleaned by janitorial personnel, as applicable, shall be provided by the Supplier. Such signs shall be displayed at all times in all areas where cleaning operations are in progress which necessitate the use of any equipment or supplies such as buckets, wires, ladders, water, wax, etc., which cause a traffic obstruction or hazard. Janitorial personnel shall be required to interrupt their work at any time to allow people to pass.

C.14. Supplier Furnished Supplies

The Supplier will furnish all necessary supplies other than those specified in Section C.15. Supplies shall be of the highest quality and the most suitable type and grade for the work called for under this contract.

C.15. OSBI Furnished Supplies

The OSBI will furnish all electricity and water necessary for the accomplishment of work called for in accordance with these specifications. The OSBI shall also supply the following items for use on this contract by the Supplier. Items are not to be provided to other than janitorial personnel for use in the OSBI facility and requests for replacement will be made through the OSBI Facilities Manager and Supply Supervisor or designee. Periodic orders will be placed for OSBI furnished supplies to prevent depletion of stocks. The Supplier shall use every means to conserve the use of OSBI furnished supplies.

Toilet Tissue	Spray Deodorant
Paper Towels	Toilet Seat Covers
Hand Soap	Deodorizing Blocks
Furniture Polish	Plastic Garbage Bags (22-30 gallon and 55-60 gallon)

C.16. Chemical Applications

Supplier must be licensed to perform all required chemical application in accordance with state and local laws.

C.17. Tasks and Frequencies

Supplier will complete cleaning as detailed below by the following definitions. While the following definitions are intended to produce a “minimal acceptance” level of performance, the Supplier is encouraged to expend all possible effort to deliver “optimal achievable” results at acceptable economic levels.

C.17.1. Floors – Sweeping - Floors will be swept clean so that no dust streaks remain and no dust will be allowed to remain in corners, behind radiators, space heaters, doors or under furniture and on stair treads and risers. All furniture and equipment moved during the sweeping process will be replaced at the completion of the work. Sweeping debris will be removed to receptacles intended for this purpose. Floor expansion joints must be cleaned by mechanical vacuum equipment to remove trapped dust and other debris.

C.17.2. Floors – Mopping. All floors shall be cleaned and maintained according to the manufacturer’s recommendations. All floors must be swept clean before mopping. Clean mops and water with detergent solutions appropriate for removal of soil shall be used. Floors will be wet mopped to remove dirt and stains that cannot be removed by sweeping or vacuuming. Floors will be rinsed to remove detergent residue and any dingy or cloudy appearances. Water splashed on baseboards, walls, doors, furniture and equipment will be removed immediately. Special care shall be used in mopping stairs to insure water does not drip over ends of treads onto wall surfaces. All floors will be maintained free of heel, cart and other marks.

C.17.3. Floors – Stripping. Stripping of all floors shall be accomplished per manufacturer’s specifications. Stripping will result in the removal of floor finish from all surfaces down to the floor material using the finish remover appropriate for the flooring material being stripped of solution, dirt, and film. Floor surfaces shall be left free of all dirt, stains, deposits, cleaning solutions, and standing water, and will have a uniform appearance when dry. Buildup removal shall also include corner of doorways and door thresholds. This shall be done once a year.

C.17.4. Floors – Finishing. Floor finishing should be accomplished per manufacturer’s specifications. The appropriate floor finish for different floor coverings shall be used in the application of floor finish. Finishes shall be applied to surfaces only after they have been thoroughly cleaned by mopping, scrubbing, or stripping as required to keep the floor fully protected. This shall be done once a year.

C.17.5. Floors – Buffing. Floor buffing should be accomplished per manufacturer’s specifications. ~~Buffing will be accomplished according to the recommendations of the manufacturer of the floor finish used. A buffing machine shall be used and buffing shall be enough to bring surfaces to a uniform luster. Movable furniture and equipment shall be moved during the buffing operation and then properly replaced. After buffing, all residual dirt and dust shall be removed. Spray buffing will be used to remove limited soil spots, which resist mopping~~. (this is not applicable to the NERL laboratory)

C.17.6. Carpet – Vacuuming. Carpet vacuuming shall thoroughly remove all airborne soil and dry dirt from it. Dry or loose dirt includes sand, grit, dust, cigarette ashes, and other types of non-adhesive soils. Supplier must change vacuum bags regularly or

repair/replace defective vacuum equipment to ensure maximum performance of the equipment. Movable furniture and equipment shall be moved during vacuuming and then properly replaced. Entry mats shall be included in this section.

C.17.7. Carpet – Spot Cleaning. ~~Spot cleaning of the carpet areas should be accomplished per manufacturers specifications indicated in Attachment B. Spot cleaning will be done to maintain carpet in a responsible manner. Entry mats shall be spot cleaned as required.~~ (not applicable to the NERL laboratory)

C.17.8. Carpet-Full Cleaning. Full carpet cleaning will be accomplished per manufacturer's specifications. Only products, or equivalent, specified by the carpet manufacturer shall be used in the full carpet cleaning process. Carpet cleaning schedules will be established with OSBI Facility Manager or designee and Supplier prior to the work being performed. Shall be performed once a year.

C.17.9. Carpet – Anti-Static. Application of agents recommended by the carpet manufacturer will be used in the anti-static treatment of specified areas. Shall be performed once a year.

C.17.10. Walls – Spot Cleaning. Spot cleaning shall remove soil and stains, rubber burns, handprints, smudges, food particles, chemicals, blood and other blemishes. Spot cleaning will include maintenance of glazed or ceramic wall and baseboard tiles and the removal of residue in grout joints of tile walls. Light switches are included in this provision. Restroom stall partitions are included in this provision.

C.17.11. Walls – Full Cleaning. Full cleaning of walls shall include vacuuming areas so that they are free of dust streaks, lint and cobwebs but not imbedded dirt. Cleaning shall also include wall-mounted fixtures except for items of equipment and art designated by the OSBI Facility Manager or designee. Cleaned surfaces of walls, exposed pipes and equipment will have a uniform clean appearance free from dirt, stains, streaks, lint and cleaning marks. Glaze ceramic tile surfaces shall be free of film, streaks and deposits. Light switches are included in this provision. Restroom stall partitions are included in this provision.

C.17.12. Interior Glass and Window Cleaning. All exposed glass surfaces which are not an integral part of the exterior surfaces of the building shall be cleaned to present a neat, clear appearance and shall be free from streaks and smudges. This includes, but is not limited to glass partitions, interior glass doors and glass on both sides, display cases, directory boards and mirrors. Adjacent trim shall also be cleaned.

C.17.13. Exterior Doors. Entry door glass, trim, handles and thresholds will be cleaned and/or polished to present a neat, clear appearance and shall be free from streaks and smudges after cleaning.

C.17.14. Dusting. Dusting shall be accomplished on all horizontal surfaces including, but not limited to horizontal and vertical window blinds, window ledges and trims, door trim and exposed shelving, desks, filing cabinets, artificial plants or any surface that may serve as a depository for the accumulation of dust and dirt.

C.17.15. Metal Surfaces. Metal push plates, kick plates, name plates, doors, metal protective corner plates, elevator call buttons/plates and other metal fixtures shall be cleaned and polished to present a clean appearance. Spillage and marks on adjacent surfaces resulting from polishing metal surfaces will be removed.

C.17.16. Furniture/Cabinet Cleaning. Wood and metal desk tops and sides, table tops and sides, chairs, divans, and all other furniture, including legs thereof, shall be damp wiped so as to remove dust, soil stains and grease. Miscellaneous pencil, ink and other markings shall be removed from furnishings as they occur. This also applies to vinyl, plastic and fabric upholstered furniture. Non-Washable fabrics will be vacuumed on all exterior surfaces and sides of cushions. Metal and wood furniture shall be cleaned using the appropriate cleaning compound.

C.17.17. Refrigerators. The Supplier shall clean the inside of each break room refrigerator. The Supplier will post a sign on each refrigerator at least two (2) working days prior to the proposed cleaning. The Supplier will dispose of any dishes or containers left in the refrigerator including condiments whose date has expired. Condiments and dressings may be returned to the refrigerator after cleaning if the date has not yet expired. The Supplier will not be liable for any dishes or food items that are disposed.

C.17.18. Trash Removal. All trash items will be picked up off floors, stairs and elevators and deposited in waste receptacles as required. Waste receptacles will be emptied. Washing and scrubbing receptacles to remove soil will be accomplished as required. New trash can liners will be replaced as required. All trash including books, boxes, and any other items marked “trash” will be removed and deposited in the OSBI provided dumpster and secured.

C.17.19. Dispensers. All paper towels, toilet paper, hand soap, and other dispensers will be refilled as necessary to keep them properly stocked.

C.17.20. Ceramic/Metal. Commodes, urinals, washbasins, sinks and drinking fountains shall be cleaned inside and out, including under fixture edges and lips, to remove all deposits and stains, including rust and scale. Brass and chrome fittings shall be cleaned to remove foreign matter and watermarks.

C.17.21. Ducts/Louvers/Door Grills. All intake and exhaust ducts, exterior radiator vents, airway louvers and door grills will be vacuumed to remove dust, lint, dirt and other foreign matter. Cleaning of interior duct ways shall not be the responsibility of the Supplier.

C.17.22. Grout. The grout in all ceramic tile areas shall be cleaned and sealed in accordance with manufacturer’s specifications.

C.17.23. Exterior Windows. Exterior windows shall be cleaned to present a neat, clear appearance and shall be free from streaks and smudges. Adjacent trim shall also be cleaned.

C.17.24. Successful Bidder shall establish a detailed work plan for performance of this contract and will provide a copy of the plan to the OSBI Procurement and Facilities Manager or designee.

D. EVALUATION

D.1. Bids shall first be evaluated based on the mandatory administration requirements such as incomplete forms, form entries improper, improper alterations, absence of company authorized signature, absence of notary signature and seal, failure of acknowledging amendments, additional bidder terms and conditions, incomplete confirmation of onsite inspection, and absence or incomplete of onsite inspection form. Bidders that do not fully meet mandatory administration requirements, and do not submit and complete documents and information required shall be deemed as non-responsive and shall not be considered further.

D.2. The OSBI shall evaluate bids in response to the solicitation and will award a contract to the supplier whose bid is determined to be the lowest and best responsive bid from a responsible bidder. Past performance shall be based on information provided by the supplier and any other information the State of Oklahoma may obtain by following up on the information provided by the supplier and/or through other sources (i.e., Supplier's performance on previously awarded delivery orders/contracts and/or contracts with other State entities, reference responses, etc).

E. INSTRUCTIONS TO SUPPLIER

E.1 Response

Bidder must complete and return the Bidder Response Form to include a minimum of three (3) references of businesses that the Bidder has provided services similar in size and scope or function within the past two (2) years.

E.2 Recommended Site Inspection

It is recommended that the Bidder visit the location before submitting a bid to ensure that Bidder is aware and familiar with the site, its condition and requirements.

Please contact Joseph Orcutt 918-456-0653 to schedule time for walk through no later than Monday June 20, 2016. No un-scheduled walkthroughs will be given.

E.3. Questions

All questions should be sent to Nancy McFarland by e-mail at nancy.mcfarland@osbi.ok.gov not later than close of business, Monday, June 20, 2016.

F. CHECKLIST

F.1. **Responding Bidder Information Form (Page 2 of OMES-Form-CP-076SA).**

F.2. **Non-Collusion Certification Form (Page 3 of OMES-Form CP-004SA).**

F.3. **Bidder Response Form (Page 21)**

F.4. **Envelope – Insert the name and address of the bidder in the upper left corner of the single envelope, package or container. ITB Number must appear on the face of the single envelope.**

OSBI NERL Laboratory

Task and Minimum Frequency Chart for Janitorial Services

TASK	Corridors	Offices	Lab Areas	Outside Areas	Restrooms
Floor Sweeping	W	W	W		W
Wet Mopping, Floor Scrubbing	AN		AN		AN
Damp Mopping	W		W		W
Spot Clean Floors	AN	AN	AN		AN
Floor Finish Removal (Stripping)	A		A		
Application of Floor Finish	A		A		
Floor finishing, buffing, spray buffing	3M		3M		
Carpet Vacuuming	W	W			
Carpet Spot Cleaning	AN	AN			
Carpet Full Cleaning (Shampooing)	A	A			
Carpet Anti-static Application	A	A			
Spot Cleaning	AN	AN	AN		AN
Wall Cleaning	AN	AN	AN		AN
Window and Glass Cleaning	W	W	W	AN	W
Dusting Ledges	W	W	W		W
Metal Surface Cleaning	M	M	M		M
Cleaning Furniture Cabinets, Television	AN	AN	AN		AN
Trash Waste Removal	W	W	W		W
Dispensing service	W/AN		W/AN		W/AN
Ceramic, Metal Cleaning	AN	AN	AN		AN
Duct, Louver, Door Grill Cleaning	M	M	M		M
Policing Outside Area				W	
Telephone Handsets	W	W	W		
Light Panels and Fixtures	AN	AN	AN		AN
Drinking fountains	W				

W = Once weekly

M = Once monthly

3M = Once per three months

A = Once annually

AN = As needed

F.5. **Initial in ink, each alteration**

F.6. **All amendments signed (if applicable)**

G. OTHER

None

H. PRICE AND COST

H.1. See Bidder Response Form (Page 21)

OKLAHOMA STATE BUREAU OF INVESTIGATION
HEADQUARTERS FACILITY
JANITORAIL SERVICES

BIDDER RESPONSE FORM

Solicitation Number: 3080000353
Due Date: June 23, 2016 by 2:45 p.m. CST

Company Name: _____
Address: _____
Contact Person: _____ Phone Number: (___)_____

References: **Provide three (3) references of businesses that you have provided services similar in size and scope or function within the past two (2) years.**

1. **Business Name:** _____
   Address: _____
   Contact Person: _____ **Phone Number:** (___)_____
   Time Period Services Provided: _____

2. **Business Name:** _____
   Address: _____
   Contact Person: _____ **Phone Number:** (___)_____
   Time Period Services Provided: _____

3. **Business Name:** _____
   Address: _____
   Contact Person: _____ **Phone Number:** (___)_____
   Time Period Services Provided: _____

Janitorial Services Monthly Rate

Date of Award THROUGH JUNE 30, 2017	**$**_____
JULY 1, 2017 THROUGH JUNE 30, 2018	**$**_____
JULY 1, 2018 THROUGH JUNE 30, 2019	**$**_____
JULY 1, 2019 THROUGH JUNE 30, 2020	**$**_____
JULY 1, 2020 THROUGH JUNE 30, 2021	**$**_____

Signature: _____
Owner or Owner's Authorized Representative

Name/Title: _____

Date: _____