



SOLICITATION REQUEST

 Request for Quote Request for Proposal Request for Bid**Dispatch via Print**

State Bureau of Investigation
OKLAHOMA STATE BUREAU OF INVESTIGATION
6600 N HARVEY
OKLAHOMA CITY OK 73116

Request Quote ID.	Date	Buyer	Page
3080000256	08/03/2010	Nancy Elwell	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	08/03/2010 01:49 PM	08/18/2010 03:30 PM	

Requisition Number Reference:

Ship To: OKLAHOMA STATE BUREAU OF INVESTIGATION
5 NE 22ND STREET
LAWTON OK 73507

Bill To: OKLAHOMA STATE BUREAU OF INVESTIGATION
6600 N HARVEY
OKLAHOMA CITY OK 73116

Vendor: NAMEAddress: _____
Address: _____
City: _____ ST: _____ ZIP: _____**Supplier Responses**

Line	Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	1000009749 SERVICE:Monthly - Janitorial & Custodial	12	MO		

Option to Renew - The OSBI shall have the option to renew this contract for four (4) additional 12-month terms under the same terms and conditions as stated herein at the designated rate.

Initial Contract: 9/1/2010-6/30/2011 \$ _____ per month \$ _____ extended.

First Renewal 7/1/2011-6/30/2012 \$ _____ per month \$ _____ extended.

2nd Renewal 7/1/2012-6/30/2013 \$ _____ per month \$ _____ extended.

3rd Renewal 7/1/2013-6/30/2014 \$ _____ per month \$ _____ extended.

4th Renewal 7/1/2014-6/30/2015 \$ _____ per month \$ _____ extended.

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

Lead Time: _____

Supplier Remarks:**COMMENTS:**Contract Monitor: Sara Ferrero
Site: 5 NE 22nd Street
Lawton, OK 73507Purchasing Contact: Nancy Elwell 405-715-9572
Fax: 405-330-6932
Email: nancy.elwell@osbi.ok.gov**This is NOT AN ORDER**

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

Authorized Signature



State of Oklahoma
Oklahoma State Bureau of
Investigation

Solicitation

1. Solicitation #: 3080000256

2. Solicitation Issue Date: 8/4/2010

3. Brief Description of Requirement:

The OSBI is seeking to establish a contract for janitorial services at our Southwest Regional Office and Lab located at 5 NE 22nd Street, Lawton, Oklahoma. Services are to be provided five (5) days per week between the hours of 8:00 A.M and 5:00 P.M., Monday through Friday, on a mutual agreeable schedule.

4. Response Due Date¹: 8/18/2010

Time: 3.30 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

Oklahoma State Bureau of Investigaiton

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

6. Solicitation Type (check one below):

- Invitation to Bid
 Request for Proposal
 Request for Quote

7. Shipping Location: 5 N.E. 22nd Street Lawton, OK 73507

8. Contracting Officer:

Name: Nancy Elwell, CPO
Phone: 405-715-9572
Email: nancy.elwell@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**

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 #** _____

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 Permit³:**

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

YES - Filing Number: _____

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

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – include a certificate of insurance with the bid

NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)⁴

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

⁴ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/documents/WorkersComp.pdf>



**State of Oklahoma
Oklahoma State Bureau of
Investigation**

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

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

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

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "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 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" 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 any other forms completed as 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. 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)", DCS-FORM-CP-004A, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- 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 is issued, then the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- 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 acquire 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. 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 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 State Bureau of Investigation located at 6600 N. Harvey Oklahoma City, OK 73116 at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Bids Subject to Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Chief Administrative Officer of the requesting agency shall make the final decision as to whether the documentation or information is confidential.

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 will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- 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, 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

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

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 580:15-4-11.

A.14. Award of Contract

- A.14.1.** The procuring agency may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the procuring agency to be in the best interest of the State of Oklahoma.
- 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 payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" (www.ok.gov/OSF/documents/osfvend.pdf). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (www.irs.gov/pub/irs-pdf/fw8ben.pdf). Failure to do so may delay contract award.

A.15. Contract Modification

- A.15.1.** The Contract is issued under the authority of the procuring agency who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the procuring agency approving official.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

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 three years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

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 procuring agency 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 procuring agency determines that termination is in the State's best interest. The procuring agency shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the procuring agency.
- 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 worker's compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

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) 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

None

C. SOLICITATION SPECIFICATIONS

C.1 JANITORIAL PERSONNEL – QUALIFICATIONS

- C.1.1 The Contractor will assign sufficient personnel to insure effective compliance with all provisions of the contract, including supervision. The Contractor will employ only qualified competent personnel who are proficient in performing janitorial services using equipment, methods and techniques as specified in the contract. These personnel shall be employees of the Contractor and shall present a neat, clean and well-groomed appearance at all times.
- C.1.2 Areas designated for janitorial personnel will be determined by the OSBI. Breaks are not to be taken in private offices. No televisions or computers are to be used or refrigerators to be opened. No janitorial personnel shall sit at the desks of an OSBI employee or open any desk drawers. Do not clean tops of desks when they contain papers, etc.
- C.1.3 Background investigations - The OSBI shall conduct limited background investigations on all persons working under the terms of this contract. Each person will provide the appropriate identification information, including fingerprints, as required to conduct the background investigations. The OSBI reserves the right to reject any person not found acceptable.

C.2 Contractor Work Plan - The contractor 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 if requested to do so.

C.3 Inspection - The OSBI Procurement and Facilities Manager or designee will accomplish random inspections of the facilities to evaluate the contractor's compliance with contract terms. All incomplete or defective work requiring corrective action will be conveyed to the contractor. If performance is not maintained at an acceptable level, according to the terms of this contract, a Vendor Performance Quality Report may be filed, and cancellation of the contract may be recommended.

C.4 Building Security

- C.4.1 Access - Whenever rooms or areas are locked, it will be a violation of the provisions of this contract for the Contractor's janitorial personnel to permit any other person to gain access to such locked rooms or areas. No rooms found locked will be left unattended during the cleaning process and all such rooms will be re-locked by janitorial personnel after completion of cleaning duties. Rooms that should normally be locked, but are found unlocked, will be reported to the local supervisor.
- C.4.2 Lights – Janitorial personnel will turn off all lights, unless otherwise directed by the OSBI Procurement and Facilities Manager or designee, upon completion of their duties unless a room or area is currently in use by other than janitorial personnel.

C.5 Safety and Fire Prevention - The Contractor 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 "*Danger, Hazardous Floors, Walk Left – Walk Right*" or "*Caution – Wet Floor*", as applicable, shall be provided by the contractor. Such signs shall be displayed at all times in all areas where cleaning operations are in progress that necessitate the use of any equipment or supplies such as buckets, wires, ladders, water, wax, etc., and may cause a traffic obstruction or hazard. Janitorial personnel shall be required to interrupt their work at any time to allow people to pass. When the cleaning of public areas (lobbies, corridors, etc) results in the temporary hazard of wet/slippery floors, janitorial personnel will use parallel wet mopping or cleaning procedures. Cleaning shall be accomplished so that at no time will it be necessary for people to cross wet surfaces to gain access to other parts of the area.

C.6

Damages and Equipment Loss

- C.6.1 All tasks accomplished by janitorial personnel shall be performed so as to preclude damage or disfigurement to furniture and/or building structure. Damage or loss of OSBI furniture, fixtures, or building structure as a result of negligence or intent by janitorial personnel will be the responsibility of the contractor. The contractor shall reimburse the OSBI for any expenses incurred for necessary repair or replacement.
- C.6.2 The OSBI shall not be held responsible for any item of Contractor's equipment that may be lost, damaged, or stolen unless loss, damage or theft is through negligence of the OSBI's employees.
- C.6.3 As soon as practical, after award of contract, the OSBI Procurement and Facilities Manager or designee will show the contractor 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 floor finishing and carpet shampooing may include, but not be limited to, chairs, tables, floor and chair mats and trash cans.
- C.6.4 Bidder should visit the location before submitting a bid to ensure that Bidder is aware and familiar with the site, its condition and requirements.

C.7

DEFINITIONS OF TASKS

Floor Sweeping

- C.7.1 Includes sweeping with treated dry yarn mops or mechanical brush vacuum 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.
- C.7.2 Sweeping will be done in such a manner that no dust is raised. All furniture and equipment moved during the sweeping process will be replaced at the completion of the work. All sweeping debris will be removed to receptacles intended for this purpose. All floor expansion joints must be cleaned by mechanical vacuum equipment to remove trapped dust and other debris.
- C.7.3 Contractor will be responsible for laundering and treatment of dust mops or rental of professional dust mops.

Wet Mopping/Floor Scrubbing

- C.7.5 A satisfactory wet mopped floor is without dirt, dust marks, film streaks, debris, and standing water. All floors will also be maintained free of heel, cart and other marks.
- C.7.6 All floors must be swept clean before mopping. Clean mops and clean water will be used at all times. Floor will be wet mopped to remove dirt and stains that cannot be removed by sweeping and vacuuming. Mild detergent solutions conforming to the appropriate specifications will be used as agents to remove soil. Floors will be rinsed when required to remove detergent residue and dingy or cloudy appearance. If preferred where traffic and furnishings permit, "machine mopping" may be resorted to using the specified mild detergent solutions in the combination scrubber vacuum machines, with mops being used only for purposes of picking up miscellaneous traces of residue which might be left by the scrubbing machines. Mop water splashed on baseboards, walls, doors, furniture and equipment shall be removed immediately.
- C.7.7 Spot Cleaning Floors - Spot mopping shall be accomplished using the same techniques employed in wet mopping. Spot mopping will include, but not be limited to, the removal of water and/or stains caused by spillage or soiling on small areas of the floor surfaces, accumulation of dirt in high traffic areas and where open windows and doors allow rain, snow, sleet or dirt to blow in or be brought into the office.

- C.7.8 Floor Finish Removal (Stripping) - Stripping with wax stripper and/or floor finish remover solutions will be resorted to only when a floor cannot be cleaned by mopping or floor scrubbing or as designated by the Task and Frequency Chart. The frequency schedule for this task may be adjusted when it is determined refinishing is not necessary, and is mutually agreed to by the OSBI Procurement and Facilities Manager or designee and contractor. Floor surfaces shall be left free of all dirt, stains, deposits, cleaning solution, standing water and will have a uniform appearance when dry. Moveable furniture and equipment shall be

removed during stripping and refinishing operations. Mechanical equipment used in this operation shall present no obstacle, such as wires or cords that create a safety hazard.

- C.7.9 Application of Floor Finish -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. Floor finish will be applied in accordance with manufacturer's recommended application procedure. Finishing shall be done in heavy traffic areas between regularly scheduled finishing as appropriate.
- C.7.10 Buffing – Buffing will be accomplished according to the recommendations of the manufacturer of the floor finish used. Moveable 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 that resist mopping.
- C.7.11 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. Contractor must change vacuum bags regularly or repair/replace defective vacuum equipment to ensure maximum performance of the equipment.
- C.7.12 Carpet Spot Cleaning – Spot cleaning is the cleaning or shampooing of certain areas necessitated by accumulation of soil or spillage of certain materials on the surface of the carpet. Spillage shall be cleaned with cold water immediately so that stains will not be set into the carpet fabric.
- C.7.13 Carpet Shampooing/Cleaning – Professional carpeting cleaning shall be completed as specified in the Task and Frequency Chart. A synthetic agent or disinfectant solution will be used to loosen or facilitate the removal of all types of soil, dry dirt, water-soluble soils, and petroleum soluble soils from the carpet when a vacuum is applied. Only products or equivalent, specified by the carpet manufacturer shall be used in the shampooing process. Store-type cleaning machines either owned or rented are not appropriate and use of such equipment will not qualify as professional carpet cleaning. If Contractor does not have the personnel and equipment to complete a professional cleaning of the carpet, Contractor will hire a company skilled in this area to complete this requirement.
- C.7.14 Anti-Static Application – Application of agents recommended by the carpet manufacturer will be used in the anti-static treatment of specified areas. The anti-static application should be included in the solution used during the professional cleaning of the carpet.
- C.7.15 Spot Cleaning of Walls – Spot cleaning of walls 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.
- C.7.16 Wall Cleaning – Total wall cleaning shall be completed as specified in the Task and Frequency Chart. This includes vacuuming areas so that they are free of all dust streaks, lint and cobwebs but not imbedded dirt. In addition, cleaning shall include wall-mounted fixtures except for items of equipment designated by OSBI Procurement and Facilities 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. Glazed ceramic tile surfaces shall be free of film, streaks and deposits.
- C.7.17 Spot Glass Cleaning - All glass surfaces that are not an integral part of the exterior surfaces of the building, e.g., glass partitions, interior glass doors, entry glass doors, display cases, directory boards, and mirrors shall be cleaned to present a neat, clear appearance at all times. Adjacent trim shall also be cleaned.
- C.7.18 Dusting - Dusting is a procedure in which a clean cloth is applied to a surface in the appropriate manner so as to remove dust and foreign matter. 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 or surfaces that may serve as a depository for the accumulation of dust or dirt.
- C.7.19 Metal Surface Cleaning -Metal push plates, kick plates, name plates, vestibule enclosures, doors, metal protective corner plates, and other metal fixtures shall be cleaned and polished to present a clean appearance at all times. Spillage and marks on adjacent surfaces resulting from polishing metal surfaces will be removed. Polishing metal surfaces will be accomplished using a free rinsing detergent or other approved equivalent and then polishing with a soft dry cloth. Metal polishes employed shall not contain abrasives that are detrimental to surfaces.
- C.7.20 Furniture/Cabinet Cleaning
Wood and metal desktops and sides, tabletops and sides, chairs, divans, and all other furniture, including legs thereof, shall be damp wiped so as to removed dust, soil stains and grease. Miscellaneous pencil, ink

and other markings shall be removed from furnishings as they occur. This provision and the indicated frequencies also apply to vinyl, plastic and fabric upholstered furniture. Vinyl and/or plastic shall be wiped with damp or wet cloths. Non-washable fabrics shall be vacuumed on all exterior surfaces and sides of removable cushions. Metal and wood furniture shall be cleaned using the appropriate cleaning compound. Cleaning of stainless steel and other built-in counters, cabinets and furniture is included in this provision. Cleaning of cabinets and counters located only in bathrooms shall include the interiors of those units while the cleaning of all other cabinets, counters, refrigerators and ice makers throughout the facilities will be limited to their exterior surfaces. These units shall remain closed and will be serviced by the applicable department personnel.

- C.8.0 **Trash/Waste Removal**
All waste receptacles will be emptied and both interior and exterior will be cleaned using a disinfectant detergent solution. Washing and scrubbing to remove soil will be accomplished as required. All trash will be removed and deposited into designated trash bins located outside the building. New trashcan liners will be placed appropriately in trashcans each time the cans are emptied.
All waste receptacles located outside the building will be emptied and trash deposited into designated trash bins.
All smoking urns located outside the building will be emptied.
- C.9.0 **Dispenser Servicing** - All paper towels, toilet paper and hand soap dispensers shall be maintained with an adequate supply at all times. All dispensers will be damp cleaned in and out prior to filling. Soap dispensers will be cleaned at each refilling or as required. Stocking of refill supplies in the area of the dispensers will not be permitted. Dispensers found defective will be reported to the OSBI Procurement and Facilities Manager or designee. Dispensers will be serviced as frequently as necessary to insure a continuous supply.
- C.10.0 **Ceramic/Metal Cleaning** - Commodes, urinals, washbasins, sinks and drinking fountains shall be cleaned, 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. Surfaces of walls, stall partitions, and woodwork that are not washable shall be spot cleaned to remove accumulations for dirt and pencil or other marks. The appropriate detergent solution shall be used in cleaning partitions or woodwork.
- C.11.0 **Duct/Louver/Door Grill Cleaning** - All intake and exhaust ducts, exterior radiator vents and airway louvers will be vacuumed to removed dust, lint, dirt and other foreign matter. Cleaning of interior duct ways shall not be the responsibility of the contractor.
- C.12.0 **Policing of Outside Areas** - Janitorial personnel shall police all outside areas covered by this contract to include the parking lot area(s) and dispose of all trash litter or other debris.
- C.13.0 **Exterior Windows** - All exterior windows shall be cleaned on the inside and outside. The windows shall be cleaned to present a neat and clear appearance. The windows will have a uniform clean appearance free from dirt and streaks.
- C.14.0 **Grout** - The grout in all ceramic tile areas shall be cleaned to remove dirt and stains. Detergent solutions appropriate for cleaning grout shall be used. Grout will be sealed using industry standard sealant. Sealant is to be on the grout only. No sealant is to be allowed to remain or dry on the tile.
- C.15.0 **Light Panels & Fixtures** - All light panels and fixture shall be cleaned as needed to remove dead bugs, dust, lint or other foreign matter.
- C.16.0 **Desired Results** - While the foregoing definitions of tasks are intended to produce a "minimal acceptable" level of performance, the contractor is encouraged to expend all possible effort to deliver "optimal achievable" results at acceptable economic levels.

TASK FREQUENCY CODES

D – Daily	M- Monthly
W – Once Weekly	2M- Twice Monthly
2W- Twice Weekly	M2- Every 2 Months
3W- 3 Times Weekly	M3- Quarterly
4W- 4 Times Weekly	M4 – Every 4 Months
AR- As Required	M6 - Semi Annually
WV- When Vacant	Y - Annually

*The technical provisions of the Task and Frequency Chart that are annotated with a cleaning frequency of “AR” (as required) shall be cleaned as frequently as necessary to maintain a maximum state of aseptic cleanliness and a maximum state of esthetic or visual cleanliness.

See Attached Chart.

D. EVALUATION

None

E. INSTRUCTIONS TO SUPPLIER

4.0 SUPPLIES AND EQUIPMENT

- 4.1 Contractor Furnished Supplies - The contractor will furnish all necessary supplies other than those specified in paragraph 6.2. Supplies shall be of the highest quality and the most suitable type and grade for the work called for under this contract.
- 4.2 OSBI Furnished Supplies
- 4.2.1 The OSBI will furnish all electricity and water necessary for the accomplishment of work called for in accordance with these specifications.
- 4.2.2 The OSBI shall also supply the following items for use on this contract by the contractor. Items are not to be provided to other than janitorial personnel and requests for replacement will be made through the OSBI Procurement and Facilities Manager or designee. Periodic orders will be placed for OSBI furnished supplies to prevent depletion of stocks. The contractor shall use every means to conserve the use of OSBI furnished supplies.
- Toilet Tissue
 - Paper Towels (Multi-Fold and Roll)
 - Liquid Hand Soap
 - Toilet Seat Covers
 - Trash Can Liners
 - Deodorizing Blocks
 - Spray Deodorant
- 4.3 Storage of Supplies – All materials not immediately in use must be properly stored to avoid safety hazards (see paragraph 5.3))
- 4.4 Equipment – The contractor shall furnish all equipment for accomplishment of all work specified in these specifications. Equipment provided will be suitable for tasks to be performed.
- 4.5 Clean Up/Storage of Equipment – Contractor equipment shall be maintained in a clean and sanitary condition. Equipment not in use shall be stored in appropriate areas designated for contractor storage.

F. CHECKLIST

None

G. OTHER

IF YOU WOULD LIKE TO SCHEDULE A SITE VISIT PRIOR TO SUBMITTING A BID PLEASE CONTACT SARAH FERRERO NO LATER THAN FRIDAY, AUGUST 13, 2010. TELEPHONE (580)355-6144

H. SPECIAL SERVICES

- H.1. Telephones – All telephones located in the building shall be wiped clean daily with a disinfectant cleaner or wipe.
- H.2. Cleaning of Space allocated to Contractor
- H.2.1. 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 use, all such equipment, tools, and carts will be stored or left only in the designated storage area.
- H.2.2. Dirty water and cleaning solutions shall be disposed of immediately in hopper sinks or floor drains in janitorial closets. Contractor shall not dispose of dirty water or cleaning solutions in sinks or drains in bathrooms, kitchen areas, food service areas, dining rooms or dishwashing areas.
- H.2.3. 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.
- H.2.4. 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 that 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.

I. PRICE AND COST

Option to Renew – The OSBI shall have the option to renew this contract for four (4) additional 12-month terms under the same terms and conditions as stated herein at the designated rate.

TASK	CORRIDORS	OFFICES	LAB AREAS	LOBBY	OUTSIDE AREAS	RESTROOMS	CONFERENCE ROOM/ BREAKROOM
3.1 - FLOOR SWEEPING			D	D	D	D	
3.2 - FLOOR MOPPING			D	D		D	
3.3 - FLOOR SPOT CLEANING			AR	AR		AR	
3.4 - FLOOR FINISH REMOVAL			Y				
3.5 - FLOOR FINISHING APPLIC.			Y				
3.6 - FLOOR BUFFING			W				
3.7 - CARPET VACUUMING	2W/AR	2W/AR					2W/AR
3.8 - CARPET SPOT CLEANING	AR	AR					AR
3.9 - CARPET SHAMPOOING	Y	Y					Y
3.10 - CARPET ANTI-STATIC	Y	Y					Y
3.11 - WALLS SPOT CLEANING	AR	AR					AR
3.12 - WALLS TOTAL CLEANING	M	M					M
3.13 - GLASS CLEANING	W	W	W	W			W
3.14 - DUSTING	W	W	W	W			W
3.15 - METAL SURFACE	AR	AR	AR	AR		AR	AR
3.16 - FURNITURE/CABINETS		AR				AR	AR
3.17 - TRASH/WASTE REMOVAL	D	D	D	D	D	D	D
3.18 - DISPENSER SERVICING						AR	AR
3.19 - CERAMIC/METAL	D		D	D		D	D
3.20 - DUCTS/LOUVERS/GRILLS	M	M	M	M		M	M
3.21 - POLICING OUTSIDE AREA					D		
3.22 - EXTERIOR WINDOWS	M6	M6	M6	M6	M6		M6
3.23 - GROUT				Y		Y	
3.24 - LIGHT PANELS & FIXTURES	M/AR	M/AR	M/AR	M/AR		M/AR	M/AR
TASK AND FREQUENCY CODE INDEX	D = DAILY	W = WEEKLY	2W = TWICE PER WEEK	3W = THREE PER WEEK	M3 = EVERY QUARTER	M6 = SEMI- ANNUALLY	Y = ANNUALLY