



Solicitation #: FY17-01-0412

Solicitation Issue Date: April 12, 2017

**Brief Description of Requirement:**

The Oklahoma Department of Commerce is currently seeking bids for Janitorial Services for the Oklahoma City office located at 900 N. Stiles for fiscal year 2017. Bids must be returned in sealed envelope no later than 3:00pm CST on May 3, 2017. All questions must be submitted in writing and/or emailed no later than close of business on April 21, 2017. Response to all questions will be sent out to all vendors and posted to the website no later than close of business on April 25, 2017

**Response Due Date<sup>1</sup>: May 3, 2017**

**Time:** 3:00pm Central Time

**Issued By and RETURN SEALED BID TO<sup>2</sup>:**

Agency Name: Oklahoma Department of Commerce

- U.S. Postal Delivery: 900 N. Stiles Oklahoma City, Oklahoma 73104
- Carrier Delivery: 900 N. Stiles Oklahoma City, Oklahoma 73104

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

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

**1. Shipping Location:** 900 N. Stiles

**2. Contracting Officer:**

Name: LaKeshia Lofton

Phone: 405-815-5167

Email: [lakeshia\\_lofton@okcommerce.gov](mailto:lakeshia_lofton@okcommerce.gov)

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

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



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

1. RE: Solicitation # FY17-01-0412

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<sup>3</sup> (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](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 (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.)<sup>4</sup>

\_\_\_\_\_  
Authorized Signature Date  
\_\_\_\_\_  
Printed Name Title

<sup>3</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/fagbussales.html>  
<sup>4</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/fags.html#c221>



**State of Oklahoma  
Oklahoma Department of Commerce**

**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 #:   FY17-01-0412  

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 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 \_\_\_\_\_ Oklahoma Department of Commerce \_\_\_\_\_ located at \_\_\_\_\_ 900 N. Stiles \_\_\_\_\_  
\_\_\_\_\_ Oklahoma City, Oklahoma 73104 \_\_\_\_\_ 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 Equivalent**

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 260:1115-7-32.

#### **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](http://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.





**Solicitation #:**

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## **B. SPECIAL PROVISION**

### **B.1. Term: The contract period is from May 15, 2017 through June 30, 2017.**

**B.1.1** This contract cannot be assigned or subcontracted to any other party. If this contract is assigned or subcontracted to any other party, ODOC reserves the right to immediately cancel the contract without advance notice to the Contractor. ODOC shall not be responsible for any damages to Contractor, or the party or parties to whom the Contractor has assigned or subcontracted this contract.

**B.1.2.** Contract Term is May 15, 2017 through June 30, 2017 at a prorated amount, with two annual options to renew at the same terms and conditions.

### **B.2. Contractor Management:**

The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The Contractor shall provide a name of an alternate(s), who shall act for the Contractor when the Contract Manager is absent. The Contract Manager or alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of this contract.

The Contract Manager or alternate shall be available during ODOC business hours (8:00 a.m.-5:00 p.m.) with a two (2) hour response time to meet with ODOC representatives to discuss issues. After ODOC business hours, the manager or designated alternate shall be available within two (2) hours.

The Contract Manager and alternate(s) shall be able to read, write, speak and understand English.

### **B.3. Contractor Staff:**

Contractor's employees must adhere to State's smoke free policy.

Contractor's personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing clothing bearing the name of the company and an proximity card provided by ODOC, and must carry photo identification at all times. If company logo uniforms are not possible, the Contractor and ODOC will choose a mutually agreeable style and color prior to advent of contract.

Commerce has the authority to restrict the on-site presence of any Contractor's employee, or prospective Contractor's employee who is identified as a potential threat to the health, safety, security, general well-being or operational mission of the agency.

The Contractor shall provide ODOC a current background report from the Oklahoma State Bureau of Investigation (OSBI) for their employees who perform duties at ODOC. The report shall be submitted to ODOC prior to working at the ODOC facility. The background report for each of the employee's will be reviewed by ODOC Executive Staff.

In no way will ODOC be involved in the hiring of the Contractor's employees; however, ODOC has the right to deny access to Contractor's employees if they do not obtain a favorable OSBI clearance.

Upon review by the ODOC Executive staff, the Building Manager will notify the vendor Contract Manager of the acceptance or denial of the potential Contractor employee.

### **B.4. Contractor Provided Equipment**

The Contractor shall furnish all equipment and tools necessary to properly perform the work defined in this contract. This shall include rubber gloves or disposable gloves.

All equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings or building surfaces.

All electrical equipment used by the Contractor shall be UL approved. This equipment must operate using 120V existing circuits. It shall be the responsibility of the Contractor to prevent the operation or attempted operation of electrical equipment, or combinations of equipment, which require power exceeding the capacity of existing building circuits.

Vacuums for carpeted floors shall be of commercial quality. ODOC reserves the right to reject any equipment found to be unsafe or substandard.

### **B.5. Damage to the Building**

Damage caused to the building by the janitorial staff or the Contractor's equipment shall be charged to the Contractor.

Such damages may include but not limited to, electrical outlets, damages caused by buffers or vacuum cleaners, stains to carpet.

The janitorial staff shall not unplug ODOC equipment in order to gain access to an electrical outlet. There are sufficient electrical outlets located throughout the building for janitorial use, which can be identified prior to contract effective date.

It is imperative that the Contractor's staff annotate required repairs or damage in the log book.

This identifies and reduces potential damages that may otherwise be charged to the Contractor.

### **B.6. Fire Prevention**

In the event of fire, notify the Fire Department.

Waste materials shall not be left in the building.

Flammable liquids shall not be stored in janitorial closets.

#### **B.7. Security:**

##### Identification Badges:

Identification cards will be visible at all time while performing duties at ODOC. Access cards will be issued by ODOC.

The Contractor must prohibit the use of keys and door proximity cards by any persons other than the Contractor's employees.

Contractor's employees will not unlock office doors or entrance(s) to allow access to anyone. This includes both ODOC employees and non-authorized Contractor's employees' friends and family members.

The Contractor shall be responsible for safeguarding all ODOC equipment. At the close of each shift, ODOC facilities shall be secured.

The Contractor / designated representative shall make an entry at the end of each evening shift in the Janitorial Log book stating what time the building is secured and what tasks were completed. It should be noted in the logbook if ODOC employees remain in the building after completion of janitorial task.

The building is equipped with an alarm system. The successful bidder will be instructed on the alarm procedures. False activation of the alarm, by the janitorial staff, may result in the cost being charged to the Contractor.

The Contractor shall establish and implement methods of ensuring that all keys, and proximity cards issued to the Contractor by ODOC are not lost or misplaced.

ODOC keys issued to the Contractor shall not be loaned to anyone who is not an approved Contractor employee. If the Contractor wishes to make copies of any keys, permission must be obtained from the building manager.

The Contractor shall report the loss of keys to the Building Manager immediately.

In the event keys, other than master keys, are lost or duplicated; the Building Manager may replace the effected lock (s) by re-keying. When the replacement of locks or rekeying is performed by ODOC, the total cost of rekeying or the replacement of the lock(s) shall be deducted from the monthly payment due to the Contractor.

In the event a master key is lost or duplicated, all locks and keys for that lock system shall be replaced by ODOC and the total cost deducted from the monthly payment due to the Contractor.

##### Proximity Cards:

The janitorial service performing work at ODOC will be issued an entry (proximity) cards for the building. These cards are not to be given to anyone who is not an approved Contractor employee or used to obtain access to the building other than normal work hours as defined under "Hours of Operations.

When a Contractor's employee is no longer assigned to the building or has been terminated, the Contractor needs to contact the Building Manager immediately to deactivate the proximity card to the building, the card will immediately be returned to the ODOC Building Manager. Under no circumstances is the Contractor allowed to issue that card to a replacement employee.

Failure to return cards within 48 hours after Contractor's employee is no longer assigned to ODOC will result in a charge to the Contractor for replacement cost of \$50.00 per card.

##### Secured Areas:

The following offices can only be cleaned during the daytime hours every two (2) weeks due to security lockdown at night:

- Human Resources Offices;
- Building Manager's office.

Certain doors have orange dots on the lock mechanism. These doors are to be locked when cleaning is complete.

Doors with magnetic locks are not to be propped open while cleaning.

The boiler room door is to remain locked at all times with the lights left on.

#### **B.8. Hours of Operation:**

##### Normal Work Days:

The janitorial service is to be based upon a five (5) day per week work schedule, Monday through Friday, excluding observed holidays. Except as mutually agreed upon, work shall not be required on New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Christmas.

Normal Work Hours:

The Contractor shall maintain the following customer service hours:

5:00 p.m. through 8:00 pm. Note: This does not mean the Contractor is required to arrive at 5 p.m. and stay until 8:00 p.m. It means the contractor needs to perform the required contractual services between the hours of 5 p.m. and 8 p.m. The Building Manager **must** approve deviations from these hours.

**B.9. Insurance**

The Contractor shall maintain such insurance that will protect the State from its contingent liability from claims under Workmen's Compensation or acts and from any other claims for damages for personal injury including death which may arise from operations under this contract, whether operations are performed by the individual Contractor or anyone directly or indirectly employed by the Contractor.

Contractor will carry adequate property damage insurance and is liable for any property damage caused by janitorial crew.

All policies shall be open to inspection by the State. **A copy of the Contractor's Workers' Compensation insurance policy shall be furnished to the Agency when the contract is issued.** Other insurance policies will be furnished upon request.

If the Contractor fails to show them on request or if he fails to effect or maintain insurance as above, the State may cancel the contract without further liability on the part of the State.

**B.10. Lost and Found:**

It is the responsibility of the Contractor to ensure that all items found by the Contractor's employees are turned over to the ODOC Building Manager.

Any item given to the Contractor's employees by ODOC staff must be reported to the Building Manager immediately. This procedure will avert erroneous reports of theft.

Items found by Contractor's employees, including items in areas marked trash, cannot be taken by the Contractor's employees. All state property must be disposed of in a manner proscribed by statutes only.

**B.11. Oklahoma Department of Commerce Requirements**

ODOC shall furnish, without cost to the Contractor, a reasonable amount of utilities in connection with the performance of this contract, such as water, sewage and heating

All janitorial and consumable supplies shall be furnished by ODOC and made available to the Contractor staff excluding wax. This list includes but is not limited to: paper towels; toilet tissue; hand soap; multi fold paper towels; spray bottles; and cleaning solutions.

Specific cleaning items that will **not** be used at ODOC are: Pine Sol, spray furniture polish and bleach products.

Chemicals of any type brought in by Contractor staff must be approved by the Building Manager.

Any personal items given to a member of the janitorial service by ODOC associates must be reported to the Building Manager for documentation.

**B.12. Utility Conservation**

The Contractor shall instruct employees in utility conservation practices; this includes: Water; sewer; electrical and gas utilities. The Contractor is responsible for ensuring all lights, except security lights, are turned off before securing the building at the close of shift. This excludes lights that ODOC employees may be using.

Contractor employees shall not adjust mechanical equipment controls for heating, ventilation and air conditioning systems.

Water faucets or valves shall be turned off after the required usage has been accomplished.

**C. SOLICITATION SPECIFICATIONS**

**C.1. Overview:**

The Oklahoma Department of Commerce (ODOC) is soliciting bids for janitorial services to be performed at 900 North Stiles, Oklahoma City, OK. The building is 38,520 square feet of cleanable area.

**C.2. Contractor Specific Janitorial Tasks**

**Trash Removal:**

Frequency: Daily

Job Task: Empty all wastebaskets, replace receptacle liners and return to their initial location. This includes trash receptacles outside building entrances. Extra liners are not to be stored in the bottoms of trash receptacles. Bagged trash is to be placed in dumpster. All boxes are to be broken down before putting in dumpster. Empty boxes and other articles of trash not in designated trash container are to be removed only if such items are marked **TRASH**. Items setting inside or on top of a trash container are to be discarded as trash.

*Desired Results: Building trash free, odor free and pest free on a daily basis.*

#### **Floor Maintenance:**

##### Carpeted Floors, Vacuuming:

Frequency: Daily (All vacuuming is to be performed during Normal Work Hours defined in B.8, except for the areas identified in the Secured Access Section.).

Job Tasks: Vacuum all carpet. Report all tears, burns and unraveling to Building Manager. Carpet under desks, edges, corners, etc.- detail vacuumed three (3) times a week

*Desired Results: Free from all visible litter and soil.*

##### Carpeted Floors: Shampooing

Spot cleaning to be performed on an "as needed" basis and included in the cost of this contract.

*Desire Results: Free from all visible litter, soil and spots.*

##### Marble Tile Floors: Sweeping:

Frequency: Daily

Job Tasks: Sweep all marble tile areas including corners and abutments. Chairs, trash receptacles and easily movable items shall be tilted or moved to sweep underneath. Scuff marks, coffee spills, dirt and mud cleaned up daily.

*Desired Results: Floor free of litter, dust and foreign debris.*

##### Marble Tile Floors, Mopping:

Frequency: Weekly

Job Tasks: Sweep with broom ensuring corners are clean prior to mopping. Wet Mop all accessible areas including corners and abutments. Do not mop carpeted floors. Chairs, trash receptacles and easily moveable items shall be moved to mop underneath. Use wet floor caution signs when mopping.

*Desired Results: The floor shall have a uniform appearance with no streaks, swirl marks, detergent residue or any evidence of soil, stains, film, debris or standing water. There shall be no splash marks, mop streaks or mop strands on furniture, walls, baseboards or the general mopping area.*

##### Marble Tile Floors, Buffing:

Frequency: Once weekly

Job Tasks: Floors to be buffed using dry or spray methods depending upon condition of floor. Chairs, trash receptacles and easily moveable items shall be moved to buff underneath. All floor maintenance solutions shall be removed from baseboards, walls, doors, carpet, furniture, trash receptacles, etc. Scuff marks, coffee spills, dirt and mud cleaned daily. **If propane buffer used, all propane must be stored off site.**

*Desired Results: The floor shall have a uniform appearance, free of scuffmarks, heel marks and other stains or discolorations.*

##### Marble Tile Floors, Refinishing:

Frequency: Semi-annually

Job Tasks: Floor maintenance includes the techniques stripping and waxing. Wax (applied to all marble tile floors except bathrooms) should only be applied to floor surfaces that have been stripped and cleaned. **Wax must be anti-skid wax.** Chairs, trash receptacles and easily moveable items must be removed to maintain floors underneath. All removed items should be returned to their proper position when all operations have been

completed. All floor maintenance solutions shall be removed from baseboards, walls, doors, carpet, furniture, trash receptacles, etc. Scuff marks, coffee spills, dirt and mud cleaned daily.

*Desired Results: The entire floor shall have a uniform coating of nonskid floor finish, have a uniform, glossy appearance, and be free of scuffmarks, heel marks and other stains and discoloration.*

**Entrance Mats:**

Frequency: Daily

Job Tasks: The Contractor shall clean all carpet-type mats located inside the building by vacuuming to remove soil and grit. Rubber or polyester entrance mats shall be swept, vacuumed, or hosed-down outside to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location. Mats are not to be used as collection point for bundled or bagged trash.

*Desired Results: Clean, neat appearance with wear and tear minimized by absence of soil and debris.*

**Drinking fountains:**

Frequency: Daily

Job Tasks: The Contractor shall disinfect all porcelain and polished metal surfaces, including the orifices and drain.

*Desired Results: The entire drinking fountain shall be free from streaks, stains, spots, smudges, scale and other obvious soil.*

**Restrooms:**

Frequency: Daily

Job Tasks: The Contractor shall completely damp clean and disinfect all surfaces of toilet bowls, urinals, lavatories, showers, dispensers and other such surfaces using a germicidal detergent. The Contractor shall disinfect all surfaces of partitions, stalls, stall doors and wall areas adjacent to wall mounted lavatories, urinals and toilets. Countertops, including backsplashes shall be cleaned and disinfected. The Contractor shall descale toilet bowls and urinals. The Contractor shall empty, clean, disinfect and refill all feminine hygiene waste and supply receptacles. Supplies for feminine hygiene products are provided and maintained by the Contractor. All proceeds from the dispensing machines belong to the Contractor. The Contractor shall re-supply restrooms. The Contractor shall clean and polish all mirror and bright metals. The Contractor shall mop, detail, clean and rinse the floors in both the men's and ladies' restroom daily. **Wax will not be used on restroom floors.** The Contractor shall display wet floor caution signs when cleaning floors in an area. Restroom partitions and stall doors-dusted weekly.

*Desired Results: The overall appearance of the restrooms will be free from debris and clean. After descaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits and rust stains. After mirror cleaning, there shall be no traces of film, dirt, smudges, water or other foreign matter. Restrooms shall be stocked so that supplies do not run out.*

**Stairwells:**

Frequency: Daily and Semi-Weekly

Job Tasks: Trash, regardless of size, removed daily. The stairway will be vacuumed semi-weekly. Handrails wiped down semi-weekly. Circular stairs-handrails dusted; landings and steps swept semi-weekly.

*Desired Results: Neat and clean appearance.*

**Elevator:**

Frequency: Daily

Job Tasks: Vacuum carpet; clean all glass daily or as needed. Bright metal cleaned and polished; door tracts cleaned/vacuumed. Elevator lobby (Up-Down) indicator light covers-dusted or damp wiped monthly.

*Desired Results: Clean Appearance*

**Glass/Window Washing:**

Frequency: Daily

Job Tasks: Entrance doors-washed inside and outside. Doorframes to be wiped clear of all water and dirt after glass is cleaned. All other glass/window cleaning is not included in the cost of this contract.

*Desired Results: There shall be no traces of film, dirt, smudges, water or other foreign matter.*

**Janitorial Closet:**

Frequency: Daily

Job Tasks: Janitorial closets and storage area is to be kept clean and neatly arranged as specified below:

- Storage shelves cleaned and products stored in a neat and orderly fashion.
- Mops cleaned and stored in a fashion that facilitates drying. Mop water discarding in drain outside north entry. Sinks cleaned and drains free of mop strings and other debris
- Floors swept and mopped.
- Equipment and tools cleaned and stored in a neat and orderly manner.
- Lights turned off, doors closed and locked.

*Desired Results: Clean and safe storage of all supplies.*

**Cleaning Frequencies:**

Frequency: Daily

Job Tasks:

- Spilled liquids-wiped up or spot mopped.
- Break areas-clean tabletops and chair seats. Sweep, mop and vacuum floors.
- Planters-policed to remove trash and debris.
- Cabinet front, counter tops, sinks, floors and appliance top-cleaned (dishwashing not included).
- North and west entries-swept and cleaned daily to remove leaves, trash, etc.

Frequency: Weekly

Job Tasks:

- Low ledges, windowsills, bookcases, file cabinets, pictures and partition tops-dusted weekly.
- Doors, woodwork and wall areas around switch plates-spot washed for handprints weekly.
- Door handles, push bars, push plates and kick plates-cleaned weekly
- Desks, workstations and furniture tops-cleaned weekly when clear of paper and files.
- Entrance walkway-policed and/or swept to edge of building weekly
- Baseboards-dusted and/or edges vacuumed weekly
- Ceiling vents and grills-dusted or vacuumed weekly for a total of ten (10) vents in the entire building
- Signage-dusted and spot cleaned to remove smudges and handprints weekly

Frequency: Monthly

Job Tasks:

- High ledges, tops of doors and window frames-dusted monthly.
- Break room tables legs and chairs-legs and bases cleaned monthly.
- Ceiling corners-cleaned to remove cobwebs monthly.
- Fire extinguisher cabinets –dusted inside and out; glass cleaned monthly, if unlocked.
- Window blinds-dusted monthly.

Frequency: Quarterly

Job Tasks:

- Exit signs-dusted or damp wiped quarterly

## **D. EVALUATION**

### **D.1. Bids will be evaluated on a lowest and best evaluation process.**

References and cost will be the determining factors

## **E. INSTRUCTIONS TO SUPPLIER**

### **E.1. Mandatory On-Site:**

The Oklahoma Department of Commerce (ODOC) will provide a access for mandatory on-site visit. All on-site visits must be scheduled with the Building Manager. Call 405-815-5154 to schedule visit. The attached on-site confirmation document must be signed by the Building Manager and submitted with bid response.

**The Building Manager will not answer questions concerning the requirements; only provide a tour of the facility.**

### **E.2. Required Bid Documents:**

The following information with the bid response:

- References for three governmental facilities with approximately the same square footage and evening requirements.
- If three references are not available for similar size, submit references ensuring that square footage of facility is listed in the reference.
- State reserves the right to not award both shifts.
- The vendor must indicate the monthly cost for current and option years.
- Proper insurance documentation as defined in Section B.9
- On-Site Visit Confirmation Document.

### **E.3. Bids are due as stipulated on the cover document of this invitation to bid.**

## **F. CHECKLIST**

None

## **G. OTHER**

### **G.1. Reference Attachment A**

- Frequency/Task Summary

## **H. PRICE AND COST**

### **H.1. Reference Attachment B**

- Contractor Information and Cost Sheet



<u>FREQUENCY</u>	<u>TASK</u>
<b>DAILY:</b>	Floor sweeping- Sweep & Spot Mop Marble Floors Entrance Mats Carpet vacuuming Metal surfaces cleaning Trash/waste removal Dispenser servicing Stock restrooms Clean restrooms Drinking fountains Outside cleaning Entry doors – clean glass Clean Galleries as needed Sweep exterior entry ways
<b>AS REQUIRED*</b>	Spot cleaning floors Carpet -spot cleaning Spot cleaning-miscellaneous
<b>WEEKLY:</b>	Wet mopping and/or floor scrubbing Floor buffing Glass cleaning-miscellaneous Dry dust ledges Cleaning furniture/cabinets Ceramic, metal cleaning Handrails wiped Steps and baseboards cleaned
<b>MONTHLY:</b>	Window ledges cleaned Blinds cleaned
<b>SEMI-ANNUALLY:</b>	Floor finish removal-stripping Application of floor finish Carpet shampooing

\* The tasks that are annotated with a cleaning frequency of “as required” shall be cleaned as frequently as necessary to maintain a maximum state of aseptic cleanliness and maximum state of esthetic or visual cleanliness.

CONTRACTOR INFORMATION AND COST SHEET

Services/Description	5-15-17through 6-30-17 Pro-rate	7-1-17 through 6-30-18	7-1-18 through 6-30-19
	Monthly/Annual	Monthly/Annual	Monthly/Annual
Custodial Services M-F, 5:00 p.m.- 8:00 p.m.*			
<b>Total Period Cost</b>			

**Vendor Contact:**

**Contract Manager Name:** \_\_\_\_\_

**Contact Information:**      **Phone:** \_\_\_\_\_      **Cell:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**\* The contractor is not required to arrive at 5 p.m. and stay until 8 p.m. The contractor simply needs to perform the required contractual services within the hours of 5 p.m. and 8 p.m.**