



Solicitation Cover Page

1. Solicitation #: FY19-35-05031

2. Solicitation Issue Date: May 3, 2019

3. Brief Description of Requirement:

The Oklahoma Department of Commerce is seeking ground maintenance at the Headquarters located at 900 N. Stiles Avenue, Oklahoma City, OK 73104.

All questions regarding this invitation to bid must be submitted in writing no later than close of business on May 15th, 2019. All responses will be posted to the Oklahoma Department of Commerce website no later than close of business on May 17th, 2019.

4. Response Due Date¹: May 31, 2019

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**²:

U.S. Postal Delivery Address: 900 N Stiles Avenue

Oklahoma City, OK 73104

Common Carrier Delivery Address: 900 N Stiles Avenue

Oklahoma City, OK 73104

Electronic Submission Address: N/A

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

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

7. Contracting Officer:

Name: Regina Sackett
 Phone: 405-815-5133
 Email: regina.sackett@okcommerce.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



Responding Bidder Information

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

1. **RE: Solicitation #** FY19-35-05031

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

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

YES - Filing Number: _____

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

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

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

YES – Include with the bid a certificate of insurance.

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

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

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

7. Disabled Veteran Business Enterprise Act

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

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

Authorized Signature _____ Date _____

Printed Name _____ Title _____



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.

Agency Name: Oklahoma Department of Commerce Agency Number: 160

Solicitation or Purchase Order #: FY19-35-05031

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

A. GENERAL PROVISIONS

A.1. Definitions

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the 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 Avenue Oklahoma City, OK 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 the following order of precedence:

A.9.2.1. Any Addendum to the Contract;

A.9.2.2. Purchase order, as amended by Change Order (if applicable);

A.9.2.3. Solicitation, as amended (if applicable); and

A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier .
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the 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 Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.

- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the 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.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

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

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Terms

- B.1.1. Contract Term is July 1, 2019 through June 30, 2020 with two annual options to renew at the same terms and conditions.
- B.1.2. It is the sole discretion of the Oklahoma Department of Commerce to award a multi-year agreement or a single year agreement.
- B.1.3. It is the sole discretion of the Oklahoma Department of Commerce to renew for the option years if a multi-year agreement is awarded.

B.2. Definitions

- B.2.1. ODOC – Oklahoma Department of Commerce
- B.2.2. ACM - Administrator of Construction & Maintenance

B.3. Damages: Either party must give prompt notice to the other party of any claim for damages to person or property. Vendor shall be liable for any damages caused by their personnel to either State or Personal property.

B.4. Additional Services: If the Oklahoma Department of Commerce request services beyond the scope of work, the vendor shall prepare a supplemental schedule or schedules showing the additional services to be performed and the cost thereof, which when signed by both parties will serve as an amendment to the Agreement.

B.5. Insurance: Insurance is to be provided by the vendor and a certificate of insurance shall be provided to the Oklahoma Department of Commerce within five (5) days of award and prior to commencement of requirements.

B.6. License: The vendor shall provide a copy of their current license approved by the Oklahoma Department of Agriculture licensing unit for the application of chemicals.

- B.6.1. During the tenure of their contract, Vendor must keep the chemical application license current.
- B.6.2. If the chemical application license expires during the tenure of the contract, the Vendor must supply a copy of the new license to ODOC within thirty (30) days of the expiration date of the expired license.

C. SOLICITATION SPECIFICATIONS

C.1. Purpose

- C.1.1. The Oklahoma Department of Commerce is soliciting bids for landscape and grounds maintenance to be performed on the property located at 900 North Stiles Avenue, Oklahoma City, OK, 73104.
- C.1.2. The contractor shall provide all personnel, equipment, tools, supervision and other items necessary to ensure that grounds maintenance is performed in a manner that will maintain healthy grass, trees, shrubs and plants, and present a clean, neat and professional appearance.

C.2. Scope

- C.2.1. **Mow Turf:** The vendor will mow all turf areas weekly during the growing season. The price should be based on mowing 32 times per year. However, if additional mowing is needed, it is to be provided at no extra charge. Trash and debris will be removed from the turf areas before mowing. Grass clippings shall be removed or mulched when visible after mowing. Contractor shall maintain the growth of grass height on grounds between 2 to 4 inches. The height is a guideline for a neat and professional appearance. All grounds shall look well-manicured at all times.
- C.2.2. **Trimming:** Monofilaments line trimmer will be used to trim grass around all signs, fence line, building, trees and steps. This service is to be provided with each mowing. Caution should be used to ensure no damage is caused to trees or property by lashing against it with the line.
- C.2.3. **Edging:** All sidewalks, curbs and concrete pads are to be edged using a mechanical edger. **Monofilament line trimmers are not acceptable for edging.** Caution should be used to ensure no damage is caused to ODOC property by the edger. Damage to sidewalks, curbs, and concrete pads due to edging shall be repaired by the contractor.
- C.2.4. **Clean Up:** All clippings will be removed from sidewalks, curbs, parking areas and breezeway after every mowing. Clean up will be completed on same day of mowing.
- C.2.5. **Shrub Bed Maintenance:** Weed and cultivate all bed areas and tree wells to keep free of undesirable vegetation during the first and third weeks of each month.

- C.2.5.1. Weeding shall include removing all foreign weeds, grasses and leaves from the beds. All items removed from the beds must be hauled off.
- C.2.5.2. Ornamental grass shall be cut back to 6 inch height each January.
- C.2.6. **Shrub Trimming:** Shrubs shall be trimmed once during the first week of each month during the growing season for up to eight (8) times per year. Shrubs will be trimmed to their natural shape. All walk areas are to be clear of low branches. Damage to shrubs from trimming shall be repaired by the contractor. If a plant or shrub should die or become unhealthy due to damage, the contractor will be responsible for replacing the damaged plant with a plant of same size and type.
- C.2.7. **Tree Trimming:** Trees under the height of 25 feet and as designated by the ACM of ODOC will be pruned to generally shape them and as needed to remove dead wood, redundant growth, crossing growth, sucker growth, limbs rubbing against building and limbs hindering pedestrian walkways. Damage to trees from trimming shall be repaired by the contractor. If a plant or tree should die or become unhealthy due to damage, the contractor will be responsible for replacing the damaged plant with a plant of same size and type.
- C.2.8. **Tree Removal:** Services include cutting all stumps flush with the ground, debris removal and disposal, and clean up associated with these arborist activities. All debris associated with tree removal services shall be removed from the property by the vendor and shall not be placed in or by the ODOC dumpster.
- C.2.9. **Removal of Debris:** The contractor shall perform general litter patrol in all areas. Responsibilities shall include, but not be limited to, the removal and disposal of all natural debris, (pine cones, tree limbs, dry brush, rodent habitats, dead animals, etc.) and man-made debris. Leaves shall be kept removed from the entire site at all times. During peak periods of leaf accumulations, leaves must be removed as needed. Debris shall not be placed in or by the ODOC dumpster.
- C.2.10. **Irrigation Repair:** Any damage to the irrigation sprinkler system that is caused by the vendor shall be repaired at no cost to the ODOC. Repairs will be completed in a timely manner, but not to exceed two (2) days.
- C.2.11. **Fertilizing Turf:** Fertilize the turf three times annually to keep healthy and green during the growing season. The first and second fertilizer applications will occur six weeks apart with the first to occur in May with a 10-20-10 ratio in the appropriate amounts that meet industry standards. The third fertilization application will occur in September at a rate of one pound Potash per 1000 square feet to strengthen the root system.
- C.2.12. **Pre-Emergent Weed Control:** The vendor is to apply a pre-emergent weed control application twice per year, in February and again in mid-May, for control of crabgrass and other weeds.
- C.2.13. **Post-Emergent Weed Control:** The vendor is to apply a post-emergent weed control for the control of broadleaf weeds such as dandelion, chickweed, clover and henbit a minimum of twice per year - in the spring and again in the fall. Additional applications may be necessary if weeds are still present at any time during the growing season.
- C.2.14. **Dormant Spray:** Dormant spray is to be applied to bedding areas to help prevent scale twice per year – once in December and again in January.
- C.2.15. **Insect Spraying:** Insecticide and fungicide shall be used as necessary (approximately nine (9) times during the growing season) to prevent loss or damage to trees and shrubs. Examples of common insects and fungus are powdery mildew, tent worm, bagworm, lace bug, scale, anthracnose, fire blight and aphids, however this may not be a conclusive list.
- C.2.16. **Spray Weeds in Cracks:** The vendor will spray weed killer in cracks on all sidewalks, parking lots and curbs once per month during the growing season (for up to eight (8) times per year) to keep them free of unsightly vegetation. This includes the transformer vault located in the parking lot.
- C.2.17. **Winter Maintenance:** During the months of November through March, the vendor shall inspect the grounds once a week and remove leaves, pine cones, pine needles, small branches and other debris from the grounds, bedding areas and parking lots
- C.2.18. **Snow Removal:** Snow shall be removed from the parking lot when accumulation is equal to or greater than 2", or when blowing and/or drifting snow exceeds 2"

Snow must be removed and sand/salt applied (as needed) no later than the times indicated below on days in which the office is open for business... Parking Lot: 6 a.m... On snow days or days that the

office is delayed, the Parking lot and sidewalks shall be cleared no later than 7:30 a.m.... Specific schedules/arrangements shall be confirmed with the Administrator of Construction & Maintenance

- C.2.19. Sanding/Salting:** Contractor shall apply a sand/salt mix after each plowing (as needed); in addition, contractor will apply sand/salt during icing conditions following the same schedule detailed above (for snow removal), and as requested by the head custodian
- C.2.20. For Seasonal Pricing:** Bidder shall indicate the total cost for snow removal for the entire season. Total cost shall include removal of snow and ice (as per specifications) for the entire season. Contract price shall not be adjusted based upon length of season, number of snowfalls, or other conditions

D. VENDOR REQUIREMENTS

- D.1.1. Start Times:** If services are provided Monday through Friday, Vendor shall start by 7:00 am or after 5:00 pm so all edging and line trimming is completed prior to the majority of the parking slots against the lawn becoming occupied.
 - D.1.1.1.** If service is performed on a weekend day (Saturday or Sunday), start time will be at the Vendor's discretion.
- D.1.2.** Crew supervisor for each crew is required to sign an on-site vendor registration list located at the receptionist desk upon arrival or departure. If service is performed on a weekend day, crew supervisor must contact the Administrator of Construction & Maintenance via telephone.
- D.1.3.** It is expected that the vendor will submit an amortized monthly billing over each twelve month term.

E. EVALUATION

- E.1. Evaluation will be made using the lowest and best value process. Criteria evaluated consist of qualifications, references and cost.**

F. INSTRUCTIONS TO SUPPLIER

- F.1. Mandatory On-Site:** The Oklahoma Department of Commerce will provide access for a mandatory on-site visit. All on-site visits must be scheduled with the Administrator of Construction & Maintenance. Call 405-815-5154 to schedule visit. The attached on-site confirmation document must be signed by the ACM and submitted with bid response.

The Administrator of Construction & Maintenance will not answer questions concerning this solicitation.

- F.2. Complete the attached bid documents and sign.**

- F.2.1.** Attach copies of insurance and chemical application license. (Please do not send originals of these documents)

- F.3. Provide three (3) current references for Landscape and Grounds Maintenance.**

- F.3.1.** References to include length of contract; client name; client address; and current phone number to contact them.

- F.3.2.** Oklahoma Department of Commerce cannot be used as a reference regardless of any prior affiliation.

- F.4. Solicitation Questions and Amendments**

- F.4.1.** Questions concerning the solicitation must be submitted in writing or emailed no later than close of business on May 15th, 2019.

- F.4.1.1.** Questions may be emailed to regina.sackett@okcommerce.gov

- F.4.2.** All submitted questions and the responses will be posted to the ODOC website located at <http://okcommerce.gov/okcommerce/bid-opportunities/> as well as emailed to all vendors no later than close of business on May 17th, 2019.

- F.4.3.** If amendments to the Request for Quote are posted, it is the responsibility of the vendor to sign and attach amendment to the quote response.

G. CHECKLIST

- G.1. Documents**

- G.1.1.** Bidders must return the following documents at a minimum with their response:

- G.1.1.1. Responding Bidder Information Sheet provided with solicitation
- G.1.1.2. Certification of Non Collusion – Available on the ODOC website
- G.1.1.3. Professional Services Certification – Available on the ODOC website
- G.1.1.4. Licenses/Certifications
- G.1.1.5. Required information outlined in Section E.
- G.1.1.6. References

H. OTHER

This section was intentionally left blank.

I. PRICE AND COST

Services	1st Year – FY19		2nd Year – FY20		3rd Year – FY21	
	Monthly Rate	Annual Rate	Monthly Rate	Annual Rate	Monthly Rate	Annual Rate
Landscape and Grounds Maintenance	\$	\$	\$	\$	\$	\$
Winter Maintenance and Snow Removal	\$	\$	\$	\$	\$	\$

Oklahoma Department of Commerce

Operations Division
900 N Stiles Avenue
Oklahoma City, OK 73104

Solicitation FY19-35-05031

Question and Answers:

Q.1. It is unclear from our review of the bid package if this contract is a federal contract or subject to federal funding. LandCare is not a federal contractor/subcontractor nor can we take on federal contract work or work that is subsidized by federal funding. Please confirm that this contract under which LandCare may provide landscaping services is not a federal contract and will not be reported under the federal procurement data system. Please also confirm that LandCare will not be labeled as a federal contractor/subcontractor as a result of providing the services contemplated.

A.1. This is not a federal contract. The Oklahoma Department of Commerce is a State owned entity. Therefore the payments towards this solicitation will be paid by state funds from the agency, which will be the Oklahoma Department of Commerce.