



1. Solicitation #: 46050

2. Solicitation Issue Date: 4/23/19

3. Brief Description of Requirement:

Contract resulting from this ITB shall be for lawn services for OSBI's Headquarters Building (HQ), located at 6600 N. Harvey Pl., Oklahoma City, Oklahoma, 73116 to consist of mowing, edging, weeding, trimming, fertilizing, weed and insect control and year round cleanup on a regular basis. Contract will be effective from July 1st, 2019 through June 30th, 2020 with four (4) additional 12-month options to renew under same terms and conditions.

4. Response Due Date¹: May 17th, 2019

Time: 3:00 CST/CDT

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address: OSBI Headquarters
6600 N. Harvey Place
Oklahoma City, OK
73116

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

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

7. Contracting Officer:

Name: Vernon Glover
Phone: 405-879-2648
Email: vernon.glover@osbi.ok.gov

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

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



Responding Bidder Information

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

1. **RE: Solicitation #** 46050

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 Permit³:**

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.⁴

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

⁴ 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 State Bureau of Investigation Agency Number: 30800

Solicitation or Purchase Order #: 46050

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 OSBI Purchasing Section located at 6600 N. Harvey Place Oklahoma City, OK, 73116 at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation may consist of the following documents in 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.

TABLE OF CONTENTS

A GENERAL PROVISIONS..... 5

B. SPECIAL PROVISIONS 12

C. SOLICITATION SPECIFICATIONS 13

D. EVALUATION 16

E. INSTRUCTIONS TO SUPPLIER 16

F. CHECKLIST 16

G. OTHER 16

H. PRICE AND COST 17

B. SPECIAL PROVISIONS

B.1. BILLING

Supplier will bill the OSBI on a monthly basis in arrears for services. Claims for reimbursement of services shall be submitted in arrears and within 90 calendar days of the provision of services. The Supplier will send one copy of their invoice bearing the purchase order number to:

OSBI

Attention: Accounting Department

6600 N. Harvey

Oklahoma City, Oklahoma, 73116

B.2. Insurance

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

B.2.1. A Certificate of Insurance indicating general liability insurance with a minimum combined single limit of \$1,000,000 is required.

B.2.2. A Certificate of Insurance indicating Workers' Compensation Insurance in compliance with the Oklahoma Workers' Compensation Law is also required.

B.2.3. Both Certificates of Insurance must be provided to the OSBI after an award of contract and before any work begins.

B.3. Supplier Registration

The successful Bidder will be required to complete vendor registration with the Oklahoma Department of Central Services prior to award.

B.4. Indemnification

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

B.5. Signed Agreement

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

B.6. Multiple Awards:

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

B.7. Unequivocal Acceptance

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

B.8. Price

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

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

B.9. Assignment

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

B.10. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

B.11. Waiver of Contractual Right

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

B.12. Gratuities

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

B.13. Limitation of Liability

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

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

B.14. Failure to Provide

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

B.15. Option to Renew

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

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

C. SOLICITATION SPECIFICATIONS

C.1. Lawn Services

Contract resulting from this ITB shall be for lawn services for OSBI's Headquarters Building (HQ), located at 6600 N. Harvey Pl., Oklahoma City, Oklahoma, 73116 to consist of mowing, edging, weeding, trimming, fertilizing, weed and insect control and year round cleanup on a regular basis. Contract will be effective from July 1st, 2019 through June 30th, 2020 with four (4) additional 12-month options to renew under same terms and conditions. OSBI expects lawns and grounds to be professionally maintained consisting of, but not limited to the following:

- C.1.1.** Grass shall be cut at a professional, uniform two inches (2") level for Bermuda and Rye grass and three inches (3") level for Fescue grass year round, edged and free of weeds. This shall be done a minimum of once per week during the mowing season.
- C.1.2.** Flowerbeds shall be trimmed and free of weeds. Trash and debris shall be removed from beds
- C.1.3.** Trees and shrubs shall be trimmed and properly shaped.
- C.1.4.** Rocks, wood chips, mulch, etc. are to be contained in their designated areas.
- C.1.5.** Liquid edger (or equivalent) shall be used to prevent grass and weeds from growing in pavement and sidewalk cracks/expansion joints and along curbs and fence lines and anywhere grass/weeds are inaccessible with a weed eater.
- C.1.6.** Lawn irrigation system sprinkler heads, tree islands or flowerbed soaker hoses damaged by Supplier are to be repaired and/or replaced immediately at Supplier's expense.
- C.1.7.** Prior to mowing, the Supplier shall remove trash, litter, loose objects, and debris from the area to prevent cutting into small unsightly pieces or the launching of objects with cutting blades.
- C.1.8.** Supplier shall regularly clean up lawn and grounds including removing trash, leaves, twigs, tree branches, and other debris from beds and grounds, trim ground cover, trees, and shrubs. This shall be done weekly during the mowing season and a minimum of once (1) a month during the mowing off-season. Use of OSBI trash receptacles is not permitted at any time.
- C.1.9.** The Supplier shall keep the premises and surrounding area free from accumulation of cuttings, debris and trash caused by operations under the Contract. Supplier is responsible for removing and disposing of all trash and debris from the work site. Supplier shall dispose of all trash and debris off of the site.
- C.1.10.** Supplier will employ only trained and qualified workers who are proficient in performing lawn and grounds maintenance. These personnel shall at all times be employees of the Supplier (no sub-contractors or franchises without written permission from OSBI). Supplier's employees are required to be a minimum age of eighteen with direct supervision on the premises or the age of twenty-one if not directly supervised. Supplier and Supplier's employees must be United States citizens or be legally eligible to work in the United States. Supplier shall provide proof of eligibility of Supplier or Supplier's employees to work in the United States as indicated to comply with OSBI requirements or local, State and Federal laws.
- C.1.11.** All equipment and tools shall be furnished by the Supplier and shall be properly maintained in proper working condition. Proper equipment should be used for each job task in order to provide a professional looking lawn.
- C.1.12.** Supplier will furnish proper types and amounts of fertilizer, weed, insect and disease control treatments for all of the grounds, including flowerbeds, shrubs, trees, etc. as required to maintain a professional looking lawn without weeds, bare spots, scorched grass, shrubs or plants, diseased shrubs or trees, dead branches, etc. Supplier shall submit to the OSBI with bid documents a one-year schedule showing what months fertilizer, weed killer, insect control, disease control, or any other lawn or flowerbed substances will be applied to lawns and flowerbeds that Supplier routinely uses to promote and protect the lawns, flower beds, and grounds. Supplier shall furnish to the OSBI- HQ Facility Manager or designee a work report, or a receipt if done by someone other than the Supplier, to OSBI each time any type of substance is applied. Work report/receipt shall include type of treatment provided, the date applied, the location and the specific area(s) that were treated.
- C.1.13.** OSBI reserves the right to point out requirements being missed or neglected. Anything not acceptable in accordance with the contract shall be corrected immediately. Failure to do so will constitute grounds for filing Supplier complaints with the Office of Management and Enterprise Services (OMES) Central Purchasing potentially leading to corrective action, up to and including termination of contract.

- C.1.14.** Supplier shall immediately replace dead or diseased plants, trees, flowers, shrubs, etc. when noticed or when brought to Supplier's attention. OSBI will provide plant materials for those plants, trees, shrubs, etc. that need to be replaced at no fault of the Supplier. Supplier will be responsible for purchase of plants, trees, flowers, shrubs, etc. that are damaged due to Supplier or Supplier's employee neglect. Supplier will be responsible for providing the labor for replacing any plants, trees, flowers, shrubs, or other materials bought by the Supplier or OSBI at no additional cost to the OSBI. In the future, should funding become available to purchase new or replacement plants, trees, flower and shrubs, the Supplier will provide a cost to purchase and install or replace such items as requested by the OSBI- HQ Facility Manager or designee. Supplier will be responsible for replacing any plants, trees, flowers, shrubs, or other materials bought by the Supplier at OSBI's request should they die or become diseased.
- C.1.15.** Supplier must check with OSBI- HQ Facility Manager or designee at least once a week for an overview of work done, or as requested by OSBI- HQ Facility Manager or designee. Supervisor or lead person of lawn crew must complete a work report each time work is performed at OSBI location, including special projects, summarizing what work was done or as requested by OSBI HQ Facility Manage. This report shall also indicate what assistance Supplier needs from OSBI personnel in order to maintain professional looking lawns and grounds, i.e. number of times to water, length of time to water, lawn sprinkler problems, etc. This report will be given to OBSI- HQ Facility Manager or designee before leaving the premises. Failure to provide reports as requested will constitute grounds for filing Supplier complaints with the Department of Central Services potentially leading to corrective action, up to and including termination of contract.
- C.1.16.** All hazardous materials used by the Supplier to fulfill the requirements of this contract shall be marked as such. The Supplier shall provide the OSBI- HQ Facility Manager or designee the appropriate Safety Data Sheet (SDS) for each product before the work has started. Disposal of such products off of State property is the responsibility of the Supplier and shall be done in accordance with all applicable laws, guidelines, regulations and codes.
- C.1.17.** Damage to OSBI property (fencing, signage, etc.) as a result of negligence or intent by Supplier's employee(s) or sub-contractors shall be professionally repaired at no cost to the OSBI. The Supplier shall complete such repair at Supplier's cost or reimburse the OSBI for having the repair done by another Supplier.
- C.1.18.** In an emergency affecting safety of person or property, the Supplier shall act, at the Supplier's discretion to prevent threatened damage, injury or loss.
- C.1.19.** When an announcement is made by the Oklahoma Department of Environmental Quality (OK DEQ) that a day is declared an "Ozone Alert Day", the Supplier shall observe the day by following OK DEQ guidelines for improving air quality. Following the observance of the "Ozone Alert Day", the Supplier shall be given reasonable time to recover the grass to the terms stipulated in this contract. The Supplier shall not be held responsible for exceeding contract limits until recovery is complete.

C.2. Optional Services

The Supplier shall provide a cost for the following services as a option. The OSBI may or may not contract for these services.

- C.2.1.** Flowers. Supplier will provide a plan to provide and plant spring and fall flowers in beds located at each door entrance, small bed in South lawn by street entrance and a large bed in the South lawn around the flag poles. Five (5) beds total
- C.2.2.** Over Seeding. Supplier will over seed the sloped area on the North side of the building with Fescue during the appropriate month for proper germination of the seed.
- C.2.3.** All beds, shrubs, and trees shall be covered with no bare spots, with one and a half (1.5") inches of decomposed Granite Chips. Please include prices for each year of contract for

decomposed granite chips on Page 16, Bidder Response Form. This shall be done twice a year in spring and fall.

D. EVALUATION

- D.1.** Bids shall first be evaluated based on the mandatory administration requirements such as incomplete forms, improper form entries, improper alterations, absence of company authorized signature, absence of notary signature and seal, failure of acknowledging amendments, additional bidder terms and conditions, incomplete confirmation of onsite inspection, and absence or incomplete of onsite inspection form. Bidders that do not fully meet mandatory administration requirements, and do not submit and complete documents and information required shall be deemed as non-responsive and shall not be considered further.
- D.2.** The OSBI shall evaluate bids in response to the solicitation and will award a contract to the supplier whose bid is determined to be the lowest and best responsive bid from a responsible bidder. Past performance shall be based on information provided by the supplier and any other information the State of Oklahoma may obtain by following up on the information provided by the supplier and/or through other sources (i.e., Supplier's performance on previously awarded delivery orders/contracts and/or contracts with other State entities, reference responses, etc).

E. INSTRUCTIONS TO SUPPLIER

E.1. RESPONSE

Bidder must complete and return the Bidder Response Form (Pages 18 &19) to include a minimum of three (3) references of businesses that the Bidder has provided services similar in size and scope or function within the past two (2) years.

E.2. MANDATORY SITE INSPECTION

A **Mandatory** on site pre-bid is required and will be held at the OSBI Headquarters Building located at 6600 N. Harvey Pl., Oklahoma City, Oklahoma 73116 on **FRIDAY, MAY 3rd, 2019, AT 10:00 A.M.** Upon arrival all bidders should check in with OSBI staff inside the lobby of the building. A completed site visit form will be provided and shall be submitted with the bid response.

E.3. QUESTIONS

All questions should be sent to Vernon Glover by e-mail at **vernon.glover@osbi.ok.gov** by **FRIDAY, MAY 10th, 2019 by 12:00 P.M.**

F. CHECKLIST

- F.1.** Responding Bidder Information (Pages 2 & 3) including said documents required per this page.
- F.2.** Bid Non-Collusion Certificate (Page 4).
- F.3.** One-year schedule showing what months fertilizer, weed killer, insect control, disease control, or any other lawn or flowerbed substances will be applied to lawns and flowerbeds that Supplier routinely uses to promote and protect the lawns, flower beds, and grounds.
- F.4.** Bidder Response Form (Pages 17 & 18)
- F.5.** Envelope – Insert the name and address of the bidder in the upper left corner of the single envelope, package or container. ITB Number must appear on the face of the single envelope.
- F.6.** Initial in ink, each alteration.
- F.7.** All amendments signed (if any are issued).
- F.8.** Provide sample of Supplier's Work Report or Work Receipt (Section C.1.14 & C.1.16)

G. OTHER

None

H. PRICE AND COST

Bidder must provide a cost to complete grounds maintenance services as specified in this document on a monthly basis for the initial term and four (4) options to renew.

BIDDER RESPONSE FORM

Solicitation Number:

Due Date:

MAIL/HAND DELIVERY: OSBI Headquarters Building, 6600 N. Harvey Pl., Oklahoma City, Oklahoma 73116

Company Name: _____

Address: _____

Contact Person: _____ **Phone Number: ()** _____

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

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

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

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

Grounds Maintenance Services Monthly Rate

July 1, 2019 through June 30, 2020	\$ _____
July 1, 2020 through June 30, 2021	\$ _____
July 1, 2021 through June 30, 2022	\$ _____
July 1, 2022 through June 30, 2023	\$ _____
July 1, 2023 through June 30, 2024	\$ _____

OSBI –HQ GROUNDS MAINTENANCE BIDDER RESPONSE FORM

Optional Services – These May or May Not be Awarded

1. **Granite Chips:** Supplier will provide and install one and a half inches (1.5”) of decomposable granite chips. Granite chips will be provided once a year. Color to be approved by the OSBI Facility Manager or designee.

July 1, 2019 through June 30, 2020	\$ _____
July 1, 2020 through June 30, 2021	\$ _____
July 1, 2021 through June 30, 2022	\$ _____
July 1, 2022 through June 30, 2023	\$ _____
July 1, 2023 through June 30, 2024	\$ _____

2. **Flowers:** Supplier will provide a plan to provide and plant spring and fall flowers in beds located at each door entrance, small bed in South lawn by street entrance and a large bed in the South lawn around the flag poles. Five (5) beds total.

July 1, 2019 through June 30, 2020	\$ _____
July 1, 2020 through June 30, 2021	\$ _____
July 1, 2021 through June 30, 2022	\$ _____
July 1, 2022 through June 30, 2023	\$ _____
July 1, 2023 through June 30, 2024	\$ _____

3. **Over Seeding:** Supplier will over seed the sloped area on the North side of the building with Fescue during the appropriate month for proper germination of the seed.

July 1, 2019 through June 30, 2020	\$ _____
July 1, 2020 through June 30, 2021	\$ _____
July 1, 2021 through June 30, 2022	\$ _____
July 1, 2022 through June 30, 2023	\$ _____
July 1, 2023 through June 30, 2024	\$ _____

Signature: _____
Owner or Owner’s Authorized Representative

Name/Title: _____

Date: _____