

ATTACHMENT C
AGENCY TERMS
SOLICITATION NO. 0900000493

1. In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the Supplier to continue the contract under the same terms and conditions until a new contract can be operational. At no time shall this transaction period extend more than ninety (90) days beyond the expiration date of the contract, or extension thereof.
2. In the event the Supplier is unable to respond to the needs of CAM-OFM for any reason or fails to comply with any contract requirements, the State may take steps to terminate the contract. The State may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Supplier's price either being deducted from any monies due the defaulting Supplier or being an obligation owed to the State by the Supplier.
3. Current vacancy rate in the buildings is less than 0% (0 cleanable square feet). Supplier agrees to clean vacant space once at beginning of contract period. OFM agrees that vacant space shall not be cleaned until it is occupied.
4. It is agreed and understood that space, which is vacant currently or becomes vacant during the contract period and remains vacant for thirty (30) consecutive days shall be deducted from the cleanable square feet with an appropriate deduction in price for the period during which the space is vacant.
5. Adjustments for vacancy rate both upward and downward shall be made on a quarterly basis. OFM shall prepare change orders and furnish to the Supplier so they can appropriately invoice.
6. No portion of the work shall be subcontracted without prior written / e-mail approval by State Use Administrator and OFM. In the event the Supplier desires to subcontract any part of the work specified herein, the Supplier shall furnish OFM in a timely manner, the names, qualifications and experience of their proposed Subcontractor(s). The Supplier shall, remain fully liable and responsible for the work performed by their Subcontractor(s) and shall assure compliance with all requirements of the contract. The Supplier shall be responsible for completely supervising and directing the work under this contract and all Subcontractor(s) that they utilize, using their best skill and attention. Subcontractor(s) who perform work under this contract shall be responsible to the Supplier. The Supplier agrees that they are fully responsible for the acts and omissions of their Subcontractor(s) and of persons employed by them as they are for the acts and omissions of their own employees.
7. All Personnel engaged in the performance of this contract shall be employees of the Supplier and as such shall be warranted to possess proper background check and work

history information. OFM and or Tenant Agency reserves the right to execute their own background check if deemed necessary.

8. The Supplier shall be fully responsible for the actions of their employees while they are at the job site. Supplier employees shall be fully qualified to perform skillfully all the work as required for this contract and shall conduct themselves in a courteous, professional manner at all times while on state property.
9. Lunch, dinner and breaks of any other kind shall be taken in designated janitorial employee or building snack bar areas. These breaks are NOT to be taken in tenant offices, conference rooms, or tenant kitchenette at any time. No tenant televisions or telephones are to be used nor shall any refrigerators or desk drawers be used or opened.
10. All Suppliers and their employees shall conform to Executive Orders 2012-1, 2013-43 and Title 63 O.S., Section 1-1523 which prohibits smoking (any tobacco product, electronic cigarette or vaping device) in all public places in any indoor workplace and all vehicles owned, including but not limited to all buildings. Smoking is only allowed off State Property.
11. OFM reserves the right to require any employee of the Supplier removed from the job site and replaced if janitors conduct is not conducive to the professional setting and requirements of the building.
12. Supplier shall assure that all workers assigned to perform service on state property shall be dressed in an appropriate company uniform with the company name and a photo ID displayed at all times
13. Supplier shall have an ongoing training program for its entire staff. Supplier shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.
14. Supplier shall furnish all forms of communication and corresponding equipment such as internet and phone/fax lines for janitorial employees in janitorial employee areas designated by OFM.
15. Supplier shall be available to accept communication and respond by deploying services when requested by OFM.
16. The Supplier shall be provided with keys or access cards to allow access to all areas covered by the contract except designated areas that shall be cleaned on an appointment basis. These keys and access cards shall not be removed from the building, duplicated or issued to any individual to be retained in their possession while not physically performing duties under this contract. All keys and access cards shall be issued to janitorial personnel on a shift basis. Replacement of missing keys and access cards shall be reported to OFM at Programs@omes.ok.gov
17. Supplier's employees shall only use keys provided by OFM for gaining access to locked rooms in the fulfillment of their duties set forth in the contract. Secured areas shall not be left unattended during the cleaning process and all such rooms shall be re-locked after completion of cleaning duties.
18. The Supplier shall perform all work so that no damage to the building or grounds occurs. The Supplier shall repair any damage to buildings or grounds caused by gross negligence or any other means to the satisfaction of OFM at no cost to the state.

19. Each building will have small storage spaces for supplies and equipment. Suppliers are responsible to keep these areas clean and organized at all times.
20. All materials, tools, equipment, etc. shall be removed or safely stored by the Supplier in designated storage areas. OFM is not responsible for theft or damage to the Supplier's property.
21. Supplier shall be responsible for laundering and treatment of dust mops. All wet mop heads shall be rinsed carefully after use and replaced with new or clean, dry mop heads when rinsing no longer restores them to a reasonable state of cleanliness.
22. Dirty Water and cleaning solutions shall be disposed of immediately in location designated by OFM. Cleaning solutions shall not be disposed of in any floor drain or kitchen sink, food service area, dining room or dishwashing area at any time. Floors and fixtures of areas where water is obtained and disposed of shall be kept clean and sanitary at all times. Sink strainers or floor drain covers shall not be removed except for cleaning purposes and shall then be properly replaced. Supplier shall take care to prevent mop shreds and other such material from clogging drains.
23. No chemically treated water is to be disposed of at loading dock areas.
24. In no case shall rags or cloths be permitted to accumulate in boxes or cans. Clean rags may be stored in metal containers at the floor level provided the containers are equipped with a lid, which is kept in place, at all times. Rags, mops, brushes, and other combustible materials used which contain a residue or animal, vegetable or mineral oil are subject to spontaneous combustion and shall be disposed of or stored outside of building in covered metal containers. In any area where equipment closets are shared jointly by Supplier and OFM, the responsibility for cleaning the closet shall rest upon the Supplier. Cleaning of equipment co-stored shall be the responsibility of the owner.
25. The Supplier is responsible for the disposal of used fluids and materials from state property in accordance with all applicable laws, guidelines, regulations and codes.
26. Supplier shall furnish and provide all tools, equipment, materials and labor required to fulfill this contract as specified.
27. The Supplier shall utilize HEPA filtered vacuums only.
28. Supplier shall have available vacuums with detachable wands and tools for properly cleaning crevice areas or fabric chairs/modular partitions when requested.
29. Supplier shall provide a special vacuum without beater bars for special rugs in the Capitol and Judicial Building and any other facility as needed.
30. Equipment shall be maintained according to manufacturer's specifications including filter changes.
31. All wheeled and movable equipment shall be equipped with protective, non-marking, rubber bumpers or guards around the entire perimeter of said equipment and wheels shall be in good repair and roll freely.
32. Safety of the Supplier's employees, employees of the State, as well as the public is a prime concern of OFM, and the Supplier shall take all necessary steps including employee training to assure proper safety measures are taken during the performance of this contract.

33. OFM shall be provided copies of all accident/incident reports from Supplier involving employees that happen onsite.
34. All safety hazards to workers or the public shall be corrected immediately, and the site shall be left in a safe condition at the end of each day.
35. Housekeeping employees shall not place mops, machines and other equipment in traffic lanes or other locations in such a manner as to create safety hazards.
36. Appropriate, well-kept signs to indicate danger, hazardous floors, walk left, walk right, or caution wet floor shall always be provided and used when applicable by the Supplier.
37. Cleaning shall be accomplished so that at no time shall it be necessary for personnel to cross a wet surface to gain access to other parts of the area.
38. All hazardous materials used by the Supplier to fulfill the requirements of this contract shall be marked as such. The Supplier shall provide the Building Manager at each site the appropriate Material Safety Data Sheet (MSDS) for each product before the work has started.
39. Supplier shall maintain a current MSDS file at all times in Supplier's area and provide OFM with a copy of current sheets at each renewal, as changes are made or upon OFM request.
40. Scheduling of services shall be requested, authorized, and coordinated through OFM only.
41. All work shall be scheduled at the convenience of OFM and tenant agency as not to interfere with the State's conduct of business.
42. Annual carpet and hard floor surface cleaning shall be scheduled to commence no earlier than 5:00 p.m. on weekdays or anytime on weekends.
43. Unless the circumstances dictate otherwise, the Supplier shall provide OFM with written notification of any anticipated management changes, five (5) business days prior to the effective date of such changes.
44. Invoicing
 - A. Original invoices shall be electronically submitted to OFM.AP@omes.ok.gov for services delivered and completed.
 - B. Invoices shall be addressed as follows:
 - Facilities Annex
 - Attn: OFM-AP
 - 2222N Walnut
 - Oklahoma City, OK 73105
 - C. All invoices shall include the following:
 - i. Purchase Order Number,
 - ii. Complete remittance address,
 - iii. Building where work was performed,
 - iv. Date(s) work was performed,
 - v. Description of services performed,
 - D. Invoicing is due no later than 15 days from date of service.
 - E. All items billed by the Supplier shall be subject to audit.

