



Solicitation Cover Page

1. Solicitation #: 0250000308

2. Solicitation Issue Date: May 07, 2019

3. Brief Description of Requirement:

The Office of Management and Enterprise Services on behalf of the Oklahoma Military Department is issuing this solicitation for a vendor to provide propane gas to the Camp Gruber Training Site.

Solicitation Notice: Please note that on a Request for Proposal (RFP), no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **May 14, 2019 at 3:00 p.m. Central Standard Time**. Questions are to be emailed to **Shanica.Burdex@omes.ok.gov**. Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers.

4. Response Due Date¹: May 28, 2019

Time: 3:00 PM CST/CDT

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

U.S. Postal Delivery Address: 5005 N Lincoln Blvd., Ste. 300

Oklahoma City, OK 73105

Common Carrier Delivery Address: 5005 N Lincoln Blvd., Ste. 300

Oklahoma City, OK 73105

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: Shanica Burdex
 Phone: 405-522-8404
 Email: Shanica.Burdex@omes.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 #** 0250000308

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 Military Department Agency Number: 025

Solicitation or Purchase Order #: 0250000308

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

TABLE OF CONTENTS

A GENERAL PROVISIONS..... 6

B. SPECIAL PROVISIONS13

C. SOLICITATION SPECIFICATIONS.....14

D. EVALUATION15

E. INSTRUCTIONS TO BIDDER15

F. CHECKLIST15

G. OTHER15

H. PRICE AND COST16

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 Central Purchasing Division 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 Central Purchasing Division 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 Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division 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 Central Purchasing Division 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 Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as 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 Central Purchasing Division 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 Central Purchasing Division, 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 Central Purchasing 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 Central Purchasing Division 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 Central Purchasing Division.

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 Central Purchasing Division. 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 Central Purchasing Division and 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 PERIOD

- B.1.1.** Contract period will be from July 1, 2019 to June 30, 2020 with option to renew for up to two (2) additional one (1) year periods to run consecutively beginning July 1st and ending June 30th of each year.
- B.1.2.** This contract shall be in force until expiration date or until thirty (30) days' notice has been given to the State of Oklahoma of its desire to terminate the contract. After the first six months of the contract the contractor may cancel with thirty (30) days written notice.
- B.1.3.** Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause or when conditions preclude the thirty day notice.

B.2. Extension of Contract

The State, at its sole option, may extend the term of this contract up to ninety (90) days if mutually agreed upon in writing by both parties at the same terms and conditions.

B.3. Indefinite Quantity

This contract is for an indefinite quantity and the State may, or may not buy the quantity mentioned in the contract. The supplier must clear all shipments with the Oklahoma Department of Agriculture, Food and Forestry prior to shipping any portion of this contract.

B.4. Definitions

- B.4.1.** LPG means, liquid propane gas.
- B.4.2.** Wet Leg means, hose/pipe that allows the propane to connect in liquefied form (LP) to equipment (generator and or /tanks).
- B.4.3.** OKARNG means Oklahoma Army National Guard.

B.5. Security Clause

Contractors and visitors to Camp Gruber Training Site are required to have a US Government issued identification card in their possession at all times and produce it upon demand as a means of personal identification. Installation access control (IAC) personnel will inspect for valid military, DOD, civilian dependent, or contractor identification of all persons attempting access onto the Installation. Persons with valid identification, purpose and scope will be allowed access to the installation, subject to restrictions imposed for current Force Protection Threat Condition Measures. All vehicles and persons entering OKARNG facilities are subject to search. Signs indicating this authority are posted at all major entrances to all major OKARNG facilities. Civilians attempting to enter the installation may refuse to be searched. Civilians refusing to be searched WILL BE DENIED ENTRANCE to the installation. OKARNG reserves the right to search all persons and vehicles exiting the installation, regardless of consent to search.

B.6. Invoicing

- B.6.1.** Agency will be billed with batched invoices from delivery daily, weekly or monthly.
 - B.6.1.1.** Invoices will reflect, vendor name, address, point of contact, phone number, purchase order number, service period and e-mail address, state contract number, invoice number, Federal Identification Number.
 - B.6.1.2.** Invoice will reflect delivery date of propane, ticket number, and number of gallons delivered to each tank with building number(s), cost per gallon, and the total cost of propane delivered.
- B.6.2.** Deliver the tickets to the facility representative located in building #154, Camp Gruber Training Center. The facility representative is required to sign ticket indicating number of gallons delivered to each storage tank.

B.7. Draft Invoice

Note to Suppliers: The State of Oklahoma is working to streamline the process of payment to suppliers and to reduce the timeframe of payment. When submitting your response, please also include a draft invoice (that is like your original invoices) with the item(s) and pricing. Please make sure that it is marked as "Draft Invoice". The intent of this is to match our purchase orders to an invoice whenever possible; however, unless there is some overriding reason for a marked difference, the invoice should closely match the RFP items and pricing. Please note that if your company is awarded and issued a purchase order, you will still need to submit a proper invoice after the purchase order has been issued and you have provided the item(s)/services(s) to the agency. Also, please be sure and put in bold letters "THIS IS NOT A BILL" in addition to marking it as a draft invoice.

B.8. Correspondence

Please reference the purchase order number on all correspondence.

B.9. Vendor Quote

Vender will charge Camp Gruber Training Center, Oklahoma Military Department for LP gas by a fixed unit consumption margin per gallon over Tulsa Terminal. The Tulsa Terminal price is released every Thursday and to be effective for the following Monday.

B.10. F.O.B. Destination

- B.10.1.** Bid price shall include all deliveries F.O.B. 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 they are accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. Suppliers shall be responsible for filing, processing, and collecting all damage claims.

C. SOLICITATION SPECIFICATIONS

C.1. Scope of Services

- C.1.1.** This solicitation is to find a supplier to provide approximately 250,000 Gallons of propane (LPG) and propane services per year to the Camp Gruber Training Site as needed.
- C.1.1.1.** Location: Camp Gruber Training Site
327 Central Europe Road
Braggs, OK 74423-0029
- C.1.2.** Supplier for supply and services will provide storage tanks as stated in operational requirements below. Supplier must be flexible to accommodate varying demand for service directly proportionate to seasonal facility usage.
- C.1.3.** Supplier will have all tanks on line and operational within forty-five (45) days from effective date of contract.
- C.1.4.** When setting tanks:
- C.1.4.1.** Do pressure checks in the buildings.
- C.1.4.2.** Paint tanks and label with Company name and emergency phone number.
- C.1.4.3.** Safety inspection of tanks.
- C.1.4.4.** Insure all gauges are in good working order and within industry standards.
- C.1.4.5.** Fill tanks to 80% capacity, check for leaks inside and outside of the building, and light all pilots.
- C.1.4.6.** Provide the Camp Gruber facility engineer with a list of tanks by size, location, and serial number.
- C.1.4.7.** Transfer of fuel from "exiting" supplier's tank to the new supplier's tanks, if agreed upon between both the suppliers and the facility engineer.
- C.1.4.8.** Provide all necessary hardware to connect the tanks without interruption of service for more than one hour.
- C.1.4.9.** Supplier will provide yearly inspection and painting of all tanks, to include faulty gauges, regulators etc.
- C.1.4.10.** Supplier will complete annual inspection Form 4A for LP gas on all tanks, government owned tanks will be serviced and painted the same as supplier owned tanks.
- C.1.5.** In the event of a supplier change at the end of the contract term, the supplier will:
- C.1.5.1.** Allow transfer of fuel to new customer or reimburse government for the cost of fuel in tanks to within 5% of fuel remaining in tanks.
- C.1.5.2.** At the end of term, supplier will remove empty tanks immediately after transfer of fuel or the quantity of fuel for reimbursement is certified between supplier and facility engineer.
- C.1.5.3.** No tank shall be removed until a replacement tank has been installed and is serviceable. After disconnection tank will be removed from facility within five (5) days.
- C.1.5.4.** Upon completion of need for supply or service, supplier will respond within twelve (12) hours, and in emergency situations respond within three (3) hours.
- C.1.6.** Supplier will provide a point of contact for twenty-four (24) hour service. Upon notification of requirement for new tank or tanks supplier will respond within forty-eight (48) hours with type and size tank requested.
- C.1.7.** Operational Requirements: Supplier will provide approximately seventy-five (75) serviceable storage tanks ranging in capacity from 500 to 6,000 gallons, complete with appropriate regulators and connections. ORTC will require three (3) tanks with the capacity of 6000 gallons, Buildings 220-222, 221-223, 305 and 906 will require four (4) tanks with the capacity of 3,000 gallons each: buildings 226, 227 and 228 will utilize a common tank with capacity of 4,000 gallons, all tanks complete with

appropriate regulators and connections necessary for connection to respective building. At least one tank will have "Wet Leg", location of such tank to be determined by the facility engineer.

- C.1.8. Supplier will be directly responsible for environmental damage to Camp Gruber Training Center property occurring from delivery vehicles or facility equipment installed by supplier.

D. EVALUATION

D.1. LOWEST AND BEST

Per Section A.15.2 this bid will be awarded to the lowest and best bidder.

E. INSTRUCTIONS TO BIDDER

E.1. INTRODUCTION

- E.1.1. Prospective Bidders are urged to read this solicitation carefully. Failure to do so will be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.2. RESPONSE SUBMISSION AND COPIES

- E.2.1. Bidders are to submit two (2) electronic copies of their completed response, to include scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a thumb drive/flash drive/USB drive.
- E.2.2. Faxed or emailed responses will not be accepted. Original hard copies are not required or preferred. This overrides hard copy submittal requirements of A.2.4.

F. CHECKLIST

Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all-inclusive list and it is the Prospective Supplier's responsibility to ensure that they submit all required and requested documentation:

- F.1.1. OMES Form CP 076 – Responding Prospective Supplier Information
- F.1.2. OMES Form CP 004 – Certification for Competitive Bid and/or Contract
- F.1.3. OMES-Form-CP-011 (Any Amendments, if applicable)
- F.1.4. Draft Invoice (B.5. & B.6.)
- F.1.5. Attachment A – Solicitation Request Price Sheet
- F.1.6. Attachment B – Environmental Disclosure
- F.1.7. Attachment C - Vendor Payee Form, if applicable
- F.1.8. Two (2) electronic copies of bid response. (E.2.1)

G. OTHER

G.1. QUESTIONS

- G.1.1. All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **May 14, 2019 at 3:00 PM** Central Daylight Time. Questions are to be emailed to Shanica.Burdex@omes.ok.gov. Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, suppliers will be notified the amendment is on our website. Please be sure to reference the solicitation number when emailing questions.
- G.1.2. Any communication regarding this solicitation must be sent to the Contracting Officer listed above. Failure to do so (contacting the agency directly), may result in your proposal being deemed as non-responsive.

G.2. ATTACHMENTS

- G.2.1. Attachment A – Solicitation Request Price Sheet
- G.2.2. Attachment B – Environmental Disclosure
- G.2.1. Attachment C – Vendor Payee Form, if applicable. The Vendor Payee form is provided for the responding supplier that is a new, non-registered payee. OMES Vendor Management requires the information in the attached form before payments can be made to the supplier.

H. PRICE AND COST

Pricing must be submitted using Attachment A – Solicitation Request Price Sheet.



SOLICITATION REQUEST

Request for Quote Request for Proposal Request for Bid

Dispatch via Print

Oklahoma Military Department
 OKLAHOMA MILITARY DEPARTMENT
 OKSRM
 3515 MILITARY CIRCLE
 OKLAHOMA CITY OK 73111-4398

Request Quote ID.	Date	Buyer	Page
0250000308	03/22/2019	Shanica Burdex	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	05/03/2019 02:40 PM	05/28/2019 03:00 PM	

Requisition Number Reference: From Req ID - 0250002118

Ship To: CAMP GRUBER TRAINING SITE
 327 CENTRAL EUROPE ROAD
 BRAGGS OK 74423-0029

Bill To: OKLAHOMA MILITARY DEPARTMENT
 OKSRM
 3515 MILITARY CIRCLE
 OKLAHOMA CITY OK 73111-4398

Supplier: NAME _____
 Address: _____
 Address: _____
 City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	15111501 / Propane Gas Multi-Year for CGTS - Begin FY20	1	JA		

This contract is for an indefinite quantity and the State may, or may not, buy the quantity mentioned in this contract.

Initial Contract Period: July 1, 2019 June 30, 2020 with the option to renew up to two (2) additional one (1) year periods to run consecutively.

Price Per Gallon:

Year 1 (Initial Year): 07/01/19 - 06/30/20 _____ Per Gallon

Year 2: 07/01/20 - 06/30/21 _____ Per Gallon

Year 3: 07/01/21 - 06/30/22 _____ Per Gallon

Propane Gas for Facility Fixed Unit Consumption

Propane (LPG) delivered to Camp Gruber Training Site as needed.

Location: Camp Gruber Training Site
 327 Central Europe Road
 Braggs, OK 74423-0029

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

The State Official signing this requisition affirms any contract resulting from this request shall comply with the following:

- A. No employee of the state agency is able and available to perform the services to be provided pursuant to the contract.
- B. The state agency shall receive, review and accept a detailed work plan from the supplier for performance pursuant to the contract if requested by the State Purchasing Director.
- C. The state agency has developed, and fully intends to implement, a written plan providing for the assignment of specific state agency personnel to:
 - 1) Monitoring and auditing supplier performance,
 - 2) The periodic review of interim reports, or other indications of performance, and
 - 3) If requested by the State Purchasing Director, the ultimate utilization of the final product of the nonprofessional or professional services.

This is NOT AN ORDER

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

Authorized Signature



SOLICITATION REQUEST

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

Oklahoma Military Department
 OKLAHOMA MILITARY DEPARTMENT
 OKSRM
 3515 MILITARY CIRCLE
 OKLAHOMA CITY OK 73111-4398

Request Quote ID.	Date	Buyer	Page
0250000308	03/22/2019	Shanica Burdex	2
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 BRAGGS OK 74423-0029

Bill To: OKLAHOMA MILITARY DEPARTMENT
 OKSRM
 3515 MILITARY CIRCLE
 OKLAHOMA CITY OK 73111-4398

Supplier: NAME _____
 Address: _____
 Address: _____
 City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
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- D. The work to be performed under the contract is necessary to the state agency's responsibilities, and there is statutory authority to enter into the contract.
- E. The contract will not establish an employment relationship between the state or the state agency and any persons performing under the contract.
- F. No current state employee will engage in the performance of the contract, unless specifically approved by the State Purchasing Director.
- G. The purchase of the nonprofessional or professional services is justified, and
- H. The contract contains provisions that are required by 74 O.S. Section 85.41.

NOTE:

This requisition for services, in accordance with 74 O.S. Section 85.4.E.1, must be signed by the Chief Administrative Officer of the State agency or the Chief Administrative Officer of the requisitioning unit.

This is NOT AN ORDER

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

Authorized Signature

**OKLAHOMA ARMY NATIONAL GUARD
ENVIRONMENTAL MANAGEMENT BRANCH
ENVIRONMENTAL PROTECTION GUIDELINES FOR CONTRACTORS**

For the purpose of this document, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare, unfavorably alter ecological balances of importance to human life, affect other species of importance to man, or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, land, and involves noise, solid waste management and management of radiant energy and radioactive materials, as well as other pollutants.

Applicable Regulation: In order to prevent, and to provide for abatement and control of, any environmental pollution arising from the activities of the contractor and his sub-contractors in the performance of this contract, the contractor shall comply with all applicable Federal, State, and Local laws and regulations concerning environmental pollution control and abatement.

Environmental Management System (EMS): The contractor shall perform work under this contract consistent with the relevant policy and objectives established by the Oklahoma Army National Guard (OKARNG) EMS as applicable for the contract. EMS is the management system the OKARNG uses to implement The Adjutant General's (TAG's) Environmental Policy in accordance with Army Regulation 200-1, Environmental Protection and Enhancement. All employees and contractors must know the contents of TAG's Environmental Policy and have that policy readily available. The TAG's Environmental Policy is available for public viewing at the following web address: <http://www.ok.ng.mil/programs/environmental/>

EMS awareness training is available from the OKARNG Environmental Management Branch at 3515 Military Circle, Oklahoma City, OK. In addition, the contractor shall ensure their employees are aware of the roles and responsibilities identified by the current TAG's Environmental Policy statement and how these requirements affect their work performed under this contract. Furthermore, if an employee or contractor manages an activity that could have a significant environmental impact, that person must also know how to properly manage that activity. The contractor shall perform work in a manner that conforms to all appropriate Environmental Management Programs and Operational Controls identified by the OKARNG EMS, and provide monitoring and measurement information as necessary for the organization to address environmental performance relative to the environmental, energy, and transportation management goals as provided in Executive Order 13693, Planning for Federal Sustainability in the Next Decade. In the event an environmental nonconformance or noncompliance associated with the contracted services is identified, the contractor shall take corrective and/or preventative actions. In the case of a noncompliance, the contractor shall respond and take corrective action immediately. In the case of a nonconformance, the contractor shall respond and take corrective action based on the time schedule established by the OKARNG EMS Management Representative or their designee.

Protection of Land Resources

General: It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this contract be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. Insofar as possible, the contractor shall confine his construction activities to areas defined by the plans or specification, to the areas to be cleared for other operations, or to quarry, borrow or waste areas indicated on the plans. At the onset of borrow excavation, topsoil shall be contoured and shaped to provide a neat appearance. In all instances the restored area shall be well drained, so as to prevent the accumulation of water unless otherwise established in the contract and approved by the OKARNG Environmental Management Branch. Except in areas marked on the plans to be cleared, the contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without written approval.

Restoration of Landscape Damage: Any trees or other landscape feature scarred or damaged by the contractor's equipment or operations shall be restored as nearly as possible to its original condition at the contractor's expense. The OKARNG Directorate of Engineering (NGOK-ENG) will decide what method of restoration shall be used, and whether damaged trees shall be treated and healed or removed and replaced.

Protection of Water Resources

General: The contractor shall not pollute streams, lakes or reservoirs with any adulterant or harmful materials. It is the responsibility of the contractor to investigate and comply with all applicable Federal, State, County and Municipal laws concerning pollution of rivers and streams. All work under this contract shall be performed in such a manner that objectionable conditions will not be created in streams through or adjacent to the project areas.

Erosion Control: Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or the areas(s) shall be graded and mitigation measures put in place to control erosion within acceptable limits. Temporary erosion and sediment control measures such as berms, dikes, drains, silt fencing, sedimentation basins or other standard control measures, if required to meet the preceding standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative. The area of bare soil exposed at any one time by construction operations shall be limited to control runoff; and in areas of frequent crossings, temporary culverts or bridge structures shall be removed upon completion of the project. Fills and waste areas shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams.

Storm Water Design Requirements: EISA Section 438 (Title 42, US Code, Section 17094) established into law storm water design requirements for Federal development and redevelopment. Under EISA Section 438 requirements, Federal facility projects over 5,000 square feet must "maintain or restore, to the maximum extent technically feasible, the

predevelopment hydrology of the property with regard to the temperature, rate, volume, and duration of flow.”

EPA Technical Guidance 841-B-09-001, dated 4 December 2009, “Technical Guidance on Implementing the Storm water Runoff Requirements for Federal Projects under Section 438 of the Energy Independence and Security Act” provides background information, key definitions, case studies, and guidance on meeting the new requirements. Reference Deputy Undersecretary of Defense, Installation and Environment (DUSD (IE)) Policy Memo dated 19 Jan 2010, “DoD Implementation of Storm Water Requirements under Section 438 of the Energy Independence and Security Acts (EISA)”. The use of Low Impact Development (LID) is required for the project to achieve design objectives stated in DoD Policy on Implementing Section 438 of the Energy and Independence and Security Act (EISA), dated 19 January 2010 and UFC 3-210-10 (LID), dated 15 November 2010.

The following LID techniques shall be considered: permeable pavement, cisterns/recycling, green roofs, filter/buffer strips, grassed swales, bioretention swales, rain barrels, , tree box filters, site utilization, filtration, interception/infiltration, retention of storm water volumes, and structural solutions. Soil amendments or removal and replacement will be provided as necessary to facilitate LID features. Underdrain systems shall be provided in any bioretention areas.

The Contractor shall evaluate the drainage conditions and submit sealed calculations verifying EISA Section 438 and DoD/Army LID policies have been met in accordance with UFC 3-210-10 to the OKARNG for civil and environmental review. The Contractor shall provide a narrative stating project design goals were achieved along with sealed calculations. Estimated design and construction costs for implementing EISA Section 438 shall be documented in the project cost estimate as a separate line item.

General Permit for Storm Water Discharges for Construction Activities: Any contractor performing a construction activity, including clearing, grading, and excavating, which results in the disturbance of one or more acre of land, requires submission of a Notice of Intent (NOI) to apply for coverage under the Oklahoma Department of Environmental Quality (ODEQ) current General Permit for Storm Water Discharges for Construction Activities within the State of Oklahoma, and subsequently submit a Notice of Termination (NOT) when *the activities are complete*. Construction projects subject to coverage through the permit are required to have a Storm Water Pollution Prevention Plan (SWP3). SWP3s will be developed in accordance with (IAW) the National Pollutant Discharge Elimination System (NPDES) Permit and IAW the Oklahoma Pollutant Discharge Elimination System (OPDES) requirements. The intent of the SWP3 is to identify potential sources of pollution at a facility and to identify the Best Management Practices (BMPs) that will reduce contaminants in storm water runoff discharging to state waters. The plan must be updated when any significant change occurs at the facility that would potentially affect the quality of storm water runoff. The SWP3s shall be prepared IAW good engineering practices and IAW the factors outlined in the activity’s permit. The contractor will maintain copies of the SWP3 at each applicable facility and will make it available to regulators upon request.

Detailed content requirements of construction activity SWP3s are identified in current General Permit for Storm Water Discharges for Construction Activities within the State of Oklahoma and include:

- 1) Site description
- 2) Controls
- 3) Maintenance
- 4) Inspections
- 5) Non-storm water discharges

Spillages: At all times of the year, special caution shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washings, pesticides, and cement and surface drainage from entering surface or ground waters.

Disposal: Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams or other bodies of water is prohibited. If any waste material is dumped in unauthorized areas, the contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. As necessary, any soils contaminated, either directly or indirectly, by the actions of the contractor shall be excavated, disposed of as directed by NGOK-ENG, and replaced with suitable fill material, compacted and finished with appropriate topsoil and vegetative cover all at the expense of the contractor.

Hazardous Waste Disposal: All hazardous wastes will be managed in compliance with all federal, state and local laws, rules and regulations. These wastes must be managed and protected to prevent release to the environment. All hazardous wastes generated on site will be reported to OKARNG Environmental Management Branch (NGOK-ENG-ENV). The reporting shall include waste type(s), volumes and/or weights, and location of final disposal. Copies of all manifests and receipt notifications will be provided to NGOK-ENG-ENV no later than seven (7) calendar days after the documents are generated. Prior to disposal of hazardous wastes, the contractor will notify the contracting officer or OKARNG Project Manager who will notify NGOK-ENG-ENV. The contractor will provide a copy of the hazardous waste management and disposal plan prior to beginning work.

Protection of Cultural Resources

General: The contractor shall at all times perform all work and take such steps as required to prevent damage to cultural resources. Cultural resources are historic properties as defined by the National Historic Preservation Act (NHPA); cultural items as defined by Native American Graves Protection and Repatriation Act (NAGPRA), archeological resources as defined by Archaeological Resources Protection Act (ARPA), sites and sacred objects to which access is afforded under American Indian Religious Freedom Act (AIRFA) and collections and associated records as defined in 36 CFR 79.

Inadvertent Discoveries: In the event of an inadvertent discovery, the contractor shall immediately take the following steps:

- (1) Cease ground-disturbing activity immediately once Native American historical artifacts, human remains, or burial sites are observed or encountered.

(2) Report any observations or discoveries of Native American historical artifacts, human remains, burial sites, or features immediately to the OKARNG Project Manager at the site and the Contracting Officer. The OKARNG Project Manager will contact NGOK-ENG-ENV.

(3) Do not resume ground-disturbing activity at the discovery location until approved by NGOK-ENG-ENV, and the OKARNG Project Manager.

Contractor must comply with orders from the OKARNG to secure the discovery location(s).

Protection of Natural Resources

Affirmative Procurement: In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) and Executive Order 13101, "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition," to buy certain products containing recovered (e.g., recycled) materials as provided in the Environmental Protection Agency's Comprehensive Procurement Guidelines (CPGs) and Recovered Materials Advisory Notices (RMANs) to the fullest extent possible.

Protection of Fish and Wildlife: The Contractor shall at all times perform all work and take such steps as required to prevent any interference or disturbance to fish and wildlife. The contractor will not be permitted to alter water flow or otherwise disturb native habitat adjacent to the project area which, in the opinion of the OKARNG Environmental Management Branch, is critical to fish or wildlife. The contractor shall not foul or pollute the land, air, or water. Critical Habitat will be identified by the OKARNG Environmental Management Branch, U.S. Fish and Wildlife Service or Oklahoma Department of Wildlife Conservation. Once identified, the contractor will make every effort to protect Critical Habitat.

Disposal of Removed Material: Unless otherwise specified in other sections of these specifications or unless reusable under the terms of this contract, all removed material shall be disposed of off-site. This disposal shall be in accordance with all applicable Federal, State, County and Municipal laws. The contractor will provide the OKARNG Project Manager with a report of quantity of solid waste generated by contractor activities in either pounds or cubic yards no later than seven (7) calendar days after disposal. The OKARNG Project Manager will provide a copy to NGOK-ENG-ENV. Special attention should be given to light ballasts (may contain PCBs), painted items, (paint may contain lead), insulation (may contain asbestos), and other building materials which commonly contain asbestos.

Protection of Air Quality Resources

Fugitive Dust Control: "No person shall cause or allow the discharge of any visible fugitive dust emissions beyond the property line of the property on which the emissions originate..." as stated in OAC 252:100-29 (ODEQ air regulations are presented in OAC Title 252 Chapter 100 Air Pollution Control). As such, the contractor will be required to maintain all excavations, embankments, stockpiles, haul roads and permanent access roads (unpaved or dust-laden paved roads), plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others. An

approved immediate measure is to reduce vehicle speeds. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. Occupied areas within buildings shall be protected by temporary partitions or dust barriers during demolition and construction processes.

Open Burning Restriction: The open burning of refuse and combustible materials is prohibited unless conducted in strict accordance with the conditions and requirements contained in OAC 252:100-13-7 and OAC 252:100-13-9. Under no circumstances shall the open burning of tires be allowed.

Toxic Emissions: For painting activities, material records of amount of paint and solvent used and safety data sheets (SDSs) thereof shall be maintained onsite (to substantiate compliance to OAC 252:100-42 Control of Toxic Air Contaminants).

Maintenance of Pollution Control Facilities: During the life of this contract the contractor shall maintain all facilities constructed for pollution control under this contract as long as the operations creating the particular pollutant are being carried out or until the material of concern has become stabilized to the extent that pollution is no longer being created. During contract-related activities, the contractor shall conduct frequent training courses for maintenance personnel. The curricula should include methods of detection of pollution, familiarity with pollution standards, and installation and care of vegetation covers, plants and other facilities to prevent and correct environmental pollution.

Pesticides (Insecticides, Fungicides, Herbicides, Etc.): When handling, managing, using, or storing pesticides, the contractor will:

- (1) Ensure application of all pesticides be accomplished in accordance with and by applicators licensed, certified, and insured in accordance with the OAC 35:30-17 and the current Oklahoma Department of Agriculture, Food and Forestry's Combined pesticide law & Rules;
- (2) Have state commercial certification and licensing in the category or categories of work to be performed;
- (3) Show proof of liability insurance, state pesticide applicator licensure, and state pesticide applicator certification;
- (4) Use only EPA and state registered pesticides;
- (5) Furnish legible copies of pesticide labels and the SDS of all pesticides proposed for use and notify the NGOK-ENG-ENV Pest Management Coordinator at least 48 hours prior to a pesticide application;
- (6) Prepare, submit, and maintain daily pest management records and reports for each pest management service provided to include surveillance, non-chemical controls and pesticide applications. Ensure records are accurate and complete. Ensure records include: the installation name, pesticide common name from the label of the pesticide that was applied, pesticide formulation, EPA Registration Number, target pest, the type of application

operation (e.g. fogging, baiting, dusting, barrier, surveying) and final concentration applied, the amount of final spray or dry formulation applied, date of application, location of the service (building number, room number, training area, etc. that accurately identifies the location), the amount of area treated, the pounds of active ingredient applied, the name of the licensed/certified applicator's name and certificate number, and the labor time for the pest control operation. Within 72 hours of application or service at a federal facility, furnish the NGOK-ENG-ENV Pest Management Coordinator the above listed information along with a completed DD Form 1532-1 and DD Form 1532;

(7) Utilize integrated pest management practices and techniques;

(8) Ensure delivery and storage of pesticides will be monitored by certified personnel to ensure the adequacy of containers and the safe storage of toxic materials;

(9) Ensure disposal of containers and chemicals will be monitored to prevent improper release of chemicals into the environment.

Operational Noise Management

Noise management: The contractor shall at all times perform all work and take such steps as required to minimize and/or reduce noise impacts associated with their actions/activities in accordance with the Noise Control Act of 1972 and relevant state and local ordinances. Specifically, when operating in the vicinity of sensitive noise receptors (e.g., schools, libraries, hospitals, residential areas), the contractor needs to be cognizant of the potential for noise-related complaints due to their actions and understand the need to resolve noise issues in a timely and sensible manner.

POINT OF CONTACT INFORMATION

For immediate information and assistance, please contact the OKARNG Environmental Management Branch at our main office number at (405) 228-5363. Our Environmental Program Manager, Lieutenant Colonel Terry C. Hale Jr., can be contacted at either (405) 228-5699 or via email at terry.c.hale.mil@mail.mil.



Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- **State Employees:** Use [OMES FORM Employee Vendor Request](#)
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency **MUST** first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

AGENCY SECTION (To be completed by state agency representative):

State agency should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Agency Name	Oklahoma Military Department		Contact Name	
Phone #		Fax #	Email	
Agency Request To – Please select all applicable request types				
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID _____		
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address # _____	PeopleSoft Location # _____	
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____	
<input type="checkbox"/> Other	Explain _____			
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:			
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 – Other Income	
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds	
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney			

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.				
Name				Contact Name
Payee Legal Name for Business, Individual or Government Entity as filed with IRS				Contact Title
DBA Name				Phone #
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name				Fax #
Tax Identification Number (TIN) and Type:			<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)	
Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service				
Address				City
State	Zip+4			Remittance Email
Optional Addresses – Please select address type as applicable				
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing	<input type="checkbox"/> Returning
	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:		
Address				City
State	Zip+4			Remittance Email
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.				
Name			Title	Email

W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Entity Filing Classification:

Domestic (U.S.) Sole Proprietor or Individual Domestic (U.S.) Partnership Domestic (U.S.) Corporation Type: _____

Limited Liability Company Type: _____

LLC Disregarded Entity: YES NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

Domestic (U.S.) Other Explain: _____

Foreign (Non-U.S.) Sole Proprietor or Individual* Foreign (Non-U.S.) Partnership* Foreign (Non-U.S.) Type: _____

Foreign (Non-U.S.) Other* Explain: _____

FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/fw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties	<input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		