

## State of Oklahoma **Oklahoma Military Dept.-TULAB Contracting & Procurement Office** 3515 Military Circle, OKC, OK 73111

## **Solicitation Cover Page**

1	Solicitation #:	0250000312		2. Solicitation Is	ssuo Dato:	6/04/2019
	_			2. Solicitation is	ssue Date.	0/04/2019
3.	Brief Description	of Requirement:				
wi cc as In	th weekly service o ontainers with weekl s needed. Please s	n Thursday and once ly service on Tuesday ee attached solicitatio	a month on Monday a or Wednesday. 1 (or	after UTA. 7 (seven ne) 30 cu yard const ope of Work for addit	) 6 cu yard co ruction roll-of tional informa	f container with service tion and requirements.
Ef re	fective January 1s gister with Centra	I Purchasing prior t	issued by agencies o award. Vendors w	rill not be required	to register to	
4.	Response Du	ue Date¹: <u>June</u>	17, 2019	Time:	3:00 PM	CST/CDT
5.	Issued By and <b>RI</b>	ETURN SEALE	ED BID TO <sup>2</sup> :			
	U.S. Postal Delivery	very and Common	Oklahoma Militar	y Department		
	Carrier Delivery	Addiess.	Contracting & Pr	ocurement Office	e – Attn: Na	atalie McNabb
			3515 Military Circ	cle		
			Oklahoma City, C	OK 73111		
	Electronic Subn	nission Address:	N/A			
<b>3</b> .	Solicitation Type	(type "X" at one belov	v):			
		Invitation to Bid				
		Request for Proposa	al			
		Request for Quote				
7.	Contracting Office	er:				
	Name:	Natalie McNabb				
	Phone:	(405) 640-2167				
	(All qu	estions/comments mu	ust be submitter no late	er than COB June 7	, 2019 to the	email address below.)
	Email:	ng.ok.okarng.list.om	nd-state-solicitation@n	nail.mil		

<sup>&</sup>lt;sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments"). <sup>2</sup> If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries.



## Responding Bidder Information

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

1.	<b>RE: Solicitation #</b> <u>0250000312</u>	
2.	Bidder General Information:	
	FEI / SSN :	Supplier ID:
	Company Name:	
3.	Bidder Contact Information:	
	Address:	
	City:	
	Contact Name:	
	Phone #:	
	Email:	
	☐ YES – Permit #: ☐ NO – Exempt pursuant to Oklahoma L	aws or Rules – Attach an explanation of exemption
5.	Registration with the Oklahoma Secre	tary of State:
	YES - Filing Number:	
	☐ NO - Prior to the contract award, the s	uccessful bidder will be required to register with the Secretary of nt that provides specific details supporting the exemption the
6.	Workers' Compensation Insurance Co	verage:
	Bidder is required to provide with the bid a Oklahoma Workers' Compensation Act.	a certificate of insurance showing proof of compliance with the
	☐ YES – Include with the bid a certificate	e of insurance.
	<del></del> ·	pensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a ment on letterhead stating the reason for the exempt status. <sup>4</sup>

For frequently asked questions concerning Oklahoma Sales Tax Permit, see <a href="https://www.ok.gov/tax/Businesses/index.html">https://www.ok.gov/tax/Businesses/index.html</a>
 For frequently asked questions concerning workers' compensation insurance, see <a href="https://www.ok.gov/wcc/Insurance/index.html">https://www.ok.gov/wcc/Insurance/index.html</a>

response 1) certification of service-disabled vete and 2) verification of not less than 51% ownership	as defined in 74 O.S. §85.44E. Include with the bid ran status as verified by the appropriate federal agency, ip by one or more service-disabled veterans, and 3) d daily business operations by one or more service-
□ NO – Do not meet the criteria as a service-disab             □	oled veteran business.
Authorized Signature	Date
Printed Name	Title

7. Disabled Veteran Business Enterprise Act



## 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

services.					
Agency Name:	Oklahoma Milita	ary Department	Agency Number	02500	
Solicitation or I	Purchase Order #:	0250000312			
Supplier Legal	Name:				
A. For purpose 1. I am to certify employed considers of the consideration of the con	ring the facts pertain byees, as well as fact deration in the lettin fully aware of the fact been personally and er the bidder nor an a. to any collusing refrain from bines to any other tect. in any discuss for special condition of the contract control has paid, giver other thing of values of a contract for second to any collusing acquisition in warded the contract control has paid, giver other thing of values of a contract for second to a contract for second the second that the contract control has paid, giver other thing of values of a contract for second the second that the contract for second the second that th	agent of the above named ning to the existence of collects pertaining to the giving of any contract pursuant cts and circumstances sured directly involved in the proposes subject to the bidder's on among bidders in restrain	usion among bidders and or offering of things of value to said bid; bounding the making of the seedings leading to the set of the se	between bidders and since to government personal to be bid to which this stater submission of such bid; been a party: ion by agreement to bid quality or price in the profing exchange of money all or employee as to create or or anyone subject by officer or employee of act herein.	state officials or connel in return for special ment is attached and and and at a fixed price or to respective contract, or as or other thing of value eate a sole-source to the contractor's f the State of Oklahoma
The undersigned executed for the		agent for the above named	supplier, by signing below	w acknowledges this ce	ertification statement is
⊠ the co	ompetitive bid attac	hed herewith and contract,	if awarded to said supplie	:r;	
	ontract attached he homa statutes.	rewith, which was not comp	etitively bid and awarded	by the agency pursuan	it to applicable
	Supplier Authorize	d Signature	_	Certified This Date	
	Printed Na	ıme		Title	
	Phone Nur	nber	_	Email	

Fax Number

## SOLICITATION REQUEST

Requisition Number Reference:



Request for Quote	
Reduest for Quote	

_				
	Request	for	Dropool	
- 1	REGUESI	101	FIUUUSAI	

Request Quote ID.

0250000312

45 Days

**Payment Terms** 

X	Req	uest	for	Bio

Buyer

05/30/2019 Natalie McNabb

DateTime Quote Open

### **Dispatch via Print**

Page

6	
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B (A)	
1907	

City:

Oklahoma Military Department OKLAHOMA MILITARY DEPARTMENT	
OKLAHOMA MILITARY DEPARTMENT	
ÖKSRM	
3515 MILITARY CIRCLE	

OKLAHOMA CITY OK 73111-4398

Date

TULAB Refuse Svc Beg 07/01/19

Closing

05/30/2019 03:07 PM 06/17/2019 03:00 AM

Ship To: OKLAHOMA MILITARY DEPARTMENT

OKSRM - Solicitation 0250000312 3515 MILITARY CIRCLE

OKLAHOMA CITY OK 73111-4398

Supplier Name: Bill To: OKLAHOMA MILITARY DEPARTMENT Address: OKSRM 3515 MILITARY CIRCLE Address:

OKLAHOMA CITY OK 73111-4398

Supplier Responses Line Cat CD / Item # - Descr Qty. **UOM Unit Cost** Ext. Cost

76121501 / 1000009786 Service: Solid Waste -MO

> Initial year beginning 07/01/19

Provide Pricing Information Below

Solicitation is for a multi-year contract to furnish and provide service weekly on Thursday and once a month on Monday after Unit Training for (estimated 64 empties per year):

8 ea - 6 cubic yard refuse/trash container

Furnish and provide service weekly Tuesday or Wednesday for co-mingle recycle for (estimated 52 empties per year):

7 ea - 6 cubic yard co-mingle recycle container

Facility Location: Tulsa Air National Guard Base

4329 Corsair Avenue Tulsa, OK 74115

Please see attached Scope of Work (SOW) for additional information and requirements. Site visits may be scheduled with the Facility Manager listed in 1.B Section 7 of the attached SOW.

Mandatory: Sealed bid submissions must be received in the Oklahoma Military Department, State Contracting Procurement Office no later than 06/17/19 at 3:00 PM CDT.CST. Late bids will not be considered.

Bid submissions must be in a sealed envelope with "0250000312 Attn: Natalie McNabb" on on the envelope/package exterior and submitted by U.S Mail, courier or hand delivery to:

Oklahoma Military Department Solicitation # 0250000312

Attn: State Contracting & Procurement Office - Natalie McNabb

3515 Military Circle Oklahoma City, OK 73111

All questions regarding this solicitation/work performed must be submitted in writing no later than COB June 7, 2019 to:

Ng.ok.okarng.list.omd-state-solicitation@mail.mil

Bid submission must provide a single rate per for all periods. The monthly rate will remain the same for initial contract year and all renewal periods. Rate must be inclusive of all services/costs/fees/charges

8 ea - 6 cu yard containers:

Rate per month: \$\_

7 ea - 6 cu yard co-mingle recycle containers:

Rate per month: \$\_

Mandatory: The completed and signed documents listed below and insurance certification(s) are required as part of the bid submittal:

Responding Bidder Information;

Certification for Competitive Bid and/or Contract (Non-Collusion Certification);

Solicitation Request Form:

Copy of Insurance Certificate(s): Workers' Comp, Automobile, and General Liability

Freight Terms: FOB DEST Ship Via: COMMON

#### This is NOT AN ORDER

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

Supplier Authorized Signature

#### SOLICITATION REQUEST



	Request for Quote	Requ	est for Proposal	x Reque	est for Bid	Dispato	h via P	rint
			Request Quote ID.	Date	Buyer			Page
			0250000312	05/30/2	019 Natalie	McNabb		2
1907			Payment Terms	DateTime	Quote Open	Closing		
N I - I	B	- 4	45 Days	05/30/2	019 03:07 F	M 06/17/2019	9 03:00 A	M
ikianoma ivi	ilitary Departme	nt	Requisition Numb	er Refere	nce: 7	ULAB Refuse	Svc Beg	07/01/19

OKLAHOMA MILITARY DEPARTMENT OKSRM 3515 MILITARY CIRCLE OKLAHOMA CITY OK 73111-4398

OKLAHOMA MILITARY DEPARTMENT Ship To: OKSRM - Solicitation 0250000312 3515 MILITARY CIRCLE

OKLAHOMA CITY OK 73111-4398

Supplier Name:           Address:           Address:           City:         ST:         ZIP			Bill To:	OKLAHOMA MILITARY DEPARTMENT OKSRM 3515 MILITARY CIRCLE OKLAHOMA CITY OK 73111-4398			
					Supplier R		
Line	Cat CD / Item # - Descr		Qty.	UOM	Unit Cost	Ext. Cost	
Suppli	er Remarks:						
2	76121501 / 1000009786	Service: Solid Waste - 30 cu yard pickups	1	NL	Provide Prici	ng Information Below	
	urnish and provide service f nptied as needed not to exc	or one each 30 cu yard cons ceed 16 times per year.	struction roll-off	container. The conta	iner shall be		
Si	ngle rate inclusive of all ser (initial and all option period Rate per pick up: \$	ds)					
	Freight Terms:	FOR DEST	Ship Via: (	COMMON			

COMMENTS:

Supplier Remarks:

Year 1: PO/Notice to Proceed - June 30, 2020

Option to Renew Periods:

Year 2: July 1, 2020 - June 30, 2021 Year 3: July 1, 2021 - June 30, 2022

The initial period of the service will be from PO/Notice to Proceed - June 30, 2020 with the option to renew up to two (2) additional one (1) year periods provided any contract option period/extension shall be under the same prices, terms, and conditions identified in the award documents. The period of performance under the initial contract term and under any option period are subject to the availability of funds and satisfactory performance during prior years as determined by the Oklahoma Military Department.

Services will be provided by one selected contractor; subcontracting is not authorized.

Mandatory Vendor Registration prior to award:

Effective January 1st, 2011, acquisitions issued by agencies under the authority of Title 74 require vendors to register with Central Purchasing prior to award. Vendors will not be required to register to submit a bid response but will be required to register prior to being awarded a contract and prior to each renewal of an award.

ORAL AGREEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or contract. All modifications to the contract must be made in writing by the Oklahoma Military Department Contracting and Procurement Office.

DEBARMENT/SUSPENSION: In accordance with 31 USCA 6101, Executive Order 12549, the contractor certifies that they are not presently or have not in the last three (3) years been debarred, suspended or proposed for debarment, declared ineligible by any federal department or agency, or convicted of a fraud-related

This	is	NOT	AN	OR	DER

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

Supplier Authorized Signature

#### LICITATION REQUEST



Request for Quote

Request for Proposal

X Request for Bid

**Dispatch via Print** 

STATE OF THE PARTY OF
· Both
1907

Line

Request Quote ID. Date Buver 0250000312 05/30/2019 Natalie McNabb

**Payment Terms** DateTime Quote Open Closing 45 Days 05/30/2019 03:07 PM 06/17/2019 03:00 AM

Requisition Number Reference:

TULAB Refuse Svc Beg 07/01/19

Page

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

Cat CD / Item # - Descr

Ship To: OKLAHOMA MILITARY DEPARTMENT OKSRM - Solicitation 0250000312

3515 MILITARY CIRCLE

OKLAHOMA CITY OK 73111-4398

Supplier Name: Bill To: OKLAHOMA MILITARY DEPARTMENT Address: OKSRM 3515 MILITARY CIRCLE Address: City:\_

OKLAHOMA CITY OK 73111-4398

Supplier Responses Qty. **UOM Unit Cost** Ext. Cost

AUDIT AND RECORDS CLAUSE: (a) 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 agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. (b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

CANCELLATION AND TERMINATION: This contract shall be considered to be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract. 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 30 day notice.

UNAVAILIBILITY OF FUNDING: The terms of this agreement and any purchase order issued for multiple years under this agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this agreement or in any purchase order or other document, a procuring agency may terminate its obligations under this agreement if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The procuring agency's decisions as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final and binding.

This i		

Supplier Authorized Signature

#### A. GENERAL PROVISIONS

#### A.1. Definitions

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

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

#### A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

#### A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

#### A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### A.6. Bid Opening

Sealed bids shall be opened by the	ne Oklahoma Military Department	located at	3515 Military Circle
Oklahoma City, OK 73111	at the time and date specified in the solicitation a	as the Respo	onse Due Date and Time.

#### A.7. Open Bid / Open Record

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

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

#### A.8. Late Bids

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

#### A.9. Legal Contract

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

- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
  - A.9.2.1. Any Addendum to the Contract;
  - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.3. Solicitation, as amended (if applicable); and
  - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### A.10. Pricing

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### A.11. Manufacturers' Name and Approved Equivalents

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

#### A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### A.13. Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

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

#### A.14. Rejection of Bid

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

#### A.15. Award of Contract

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

#### A.16. Contract Modification

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

#### A.17. Delivery, Inspection and Acceptance

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

#### A.18. Invoicing and Payment

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

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

#### A.19. Tax Exemption

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

#### A.20. Audit and Records Clause

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

#### A.21. Non-Appropriation Clause

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

#### A.22. Choice of Law

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

#### A.23. Choice of Venue

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

#### A.24. Termination for Cause

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

#### A.25. Termination for Convenience

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

#### A.26. Insurance

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

#### A.27. Employment Relationship

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

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

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

#### 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.

#### OKLAHOMA MILITARY DEPARTMENT

#### TRASH SERVICE CONTRACT

#### SECTION 1A

#### SCOPE AND LOCATION OF WORK

- 1. SCOPE OF WORK: The work to be accomplished under this contract consists of furnishing all plant, labor, tools, equipment, materials and incidentals necessary to collect refuse from contractor supplied front loaded refuse containers. Work will be accomplished in strict accordance with applicable specifications and drawings. The work includes, but is not limited to the following major items:
  - 1.1 Furnish and deliver to the Tulsa Air National Guard Base Eight - 6 cubic yard container to be emptied weekly on Thursday and once a month on Monday after UTA per the UTA schedule provided. The schedule may be altered due to changes to the UTAs. See location map for placement of containers. Containers will be emptied an average of 64 times per year.

Seven - 6 cubic yard co-mingled recycling containers to be emptied weekly on Tuesday or Wednesday. See location map for placement of containers. Containers will be emptied an average of 52 times per year. The following items may be placed inside the co-mingled recycling containers - any type of paper including newsprint, office paper, magazines, greeting cards, etc...; plastics including #1 pet which is most clear bottles, #2 HDPE which mostly is opaque bottles; Cardboard – any type, new boxes, old boxes, corrugated, non-corrugated, even cereal boxes, any type without a heavy wax or plastic coating; Metals – aluminum and metal cans.

One 30 cubic yard construction roll-off container. The 30 cubic yard roll-off container shall be emptied as needed not to exceed 16 times per year. Typically the contract period will start 1 July and terminate the following June. The contractor shall recycle all recyclable materials placed in the container.

- 2. LOCATION OF WORK: Tulsa Air National Guard Base located at 4329 Corsair Ave Tulsa, OK 74115
- **3.** GOVERNMENT-FURNISHED PROPERTY: There is no Government-furnished property in this contract.
- **4.** CONTRACTOR IDENTIFICATION: A background check will be performed on all drivers being assign for this contract prior to having access to the OKANG Base. The OKANG reserves the right to deny access based on the results of the background check. The

contractor shall provide copies of official photo IDs, current driver licenses and the Social Security Numbers (required for background check) for all assigned drivers assigned to this contract.

#### SECTION 1B SPECIAL PROVISIONS

- 1. WORK SCHEDULE: The contractor shall schedule all work to be performed between 7:00 AM and 4:30 PM on Thursday of each week and on Monday after scheduled UTAs. Work shall not commence until the contractor received "Award of Contract" notice.
- 2. WORKMANSHIP: All materials and equipment utilized in this contract shall be operated in accordance with the recommendations of each manufacturer as approved by the Oklahoma Military Department (OMD), to conform to the applicable specifications. The operation shall be accomplished by workmen skilled in each type of the particular craft involved will be corrected or replaced as required by contracting officer at no additional cost to the government. The contractor shall thoroughly familiarize itself with all details of all work and working conditions, shall verify all locations for refuse containers in the field, and advise the OMD of any discrepancy before performing work.
- **3.** CONDITION OF WORK: The following conditions of work will apply in accomplishment of this contract:
  - **3.1** The contractor shall perform his work in such a manner as to cause a minimum of interruption to normal work being performed in the contract areas. The contractor shall schedule his work to insure the vehicular and pedestrian access is maintained open at all times.
  - **3.2** The contractor shall advise the OMD of any interruption of service.
  - **3.3** The contractor shall insure that refuse transfer from container to vehicle, be kept as sanitary as possible. Refuse falling to the ground must be policed immediately by the vehicle operator.
- 4. CONDITION OF CONTAINERS: Containers shall be of the low silhouette design with plastic or lightweight lids. Containers that are rusted through (floor or walls) or have damaged and/or missing lids, damaged and/or missing sliding doors or any other damage shall be repaired or replaced within 30 days from date the contractor is notified at no additional cost to the government.
- 5. WEIGHING OF REFUSE TRUCK: The contractor will be required to weigh the refuse truck upon entering the Base prior to collecting refuse and prior to leaving the Base after collecting the refuse using the OKANG truck scale. The contractor shall annotate the weight on the Municipal Solid Waste Log located at the OKANG truck scale. The contractor must contact the CE Work Control at 918-833-7282 if the truck scale is not operating properly.
- **6.** DISPOSAL OF REMOVED MATERIAL: All materials removed by this contract shall become the property of the contractor and it shall be the responsibility of the

contractor to remove said materials from the Base for disposal. The work being performed is within the State of Oklahoma and the City of Tulsa. The contractor shall comply with all national, state, county, and city laws and/or regulations governing this type of activity.

7. SITE VISIT: Prospective bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to the general and local conditions that may affect the cost or performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim after award of contract. Prospective bidders will need to contact the Production Control Office at 918-833-7282 to schedule site visits.

#### 8. TERMS:

- 8.1 This bid will be awarded lowest and best.
- **8.2** Contract Period: PO/Notice to proceed through 30 June 2020 with the option to renew at the same terms and conditions for two (2) consecutive one year periods. Each renewal period will begin July 1<sup>st</sup> and end June 30<sup>th</sup>.
- **8.3** If the OMD decides to exercise the option to renew, written notice will be sent of its intention to renew.
- **8.4** This solicitation, along with resultant Purchase Order, constitutes the entire agreement. No additional agreements will be signed.
- **8.5** ORAL AGREEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or contract. All modifications to the contract must be made in writing by the Oklahoma Military Department Contracting and Procurement Office.
- **8.6** DEBARMENT/SUSPENSION: In accordance with 31 USCA 6101, Executive Order 12549, the contractor certifies that they are not presently or have not in the last three (3) years been debarred, suspended or proposed for debarment, declared ineligible by any federal department or agency, or convicted of a fraud-related crime.
- **8.7** AUDIT AND RECORDS CLAUSE: (a) 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 agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. (b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of three 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 three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
- 8.8 UNAVAILIBILITY OF FUNDING: The terms of this agreement and any purchase order issued for multiple years under this agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this agreement or in any purchase order or other document, a procuring agency may terminate its obligations under this agreement if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The procuring agency's decisions as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final and binding.
- **8.9** The State objects to and shall not consider any additional terms and conditions submitted by a Vendor/Bidder, including and appearing in documents attached as part of a Vendor/Bidder's response. In submitting its response, a Vendor/Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.
- **8.10** 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) available at <a href="https://www.dhs.gov/E-Verify">www.dhs.gov/E-Verify</a>.
- 8.11 The [Supplier/Contractor/Consultant/Construction Manager/etc.] certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, 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 Employee Verification Program (E-Verify) available at <a href="https://www.dhs.gov/E-Verify">www.dhs.gov/E-Verify</a>. The State may request verification of compliance for any contractor or subcontractor. Should the State find the contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including but not limited to, suspension of work, termination of the Contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.
- **8.12** All questions pertaining to this bid must be submitted in WRITING via email to <a href="mailto:ng.ok.okarng.list.omd-state-solicitation@mail.mil">ng.ok.okarng.list.omd-state-solicitation@mail.mil</a>. Telephone calls for questions are

not acceptable. In addition, direct contact with the any other agency personnel shall be strictly prohibited unless specified in this solicitation.

**Contracting Officer: Natalie McNabb** 

Email: ng.ok.okarng.list.omd-state-solicitation@mail.mil.

- **8.13** Any contracts awarded by the OK Military Dept. are governed by the terms and conditions of the Central Purchasing Act, 74. O.S., section 85.1 et seq., the Central Purchasing Rules and any other applicable Oklahoma Law.
  - A. No employee of the state agency is able and available to perform the service 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.
  - 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.
- **8.14** All Contracts with the State of Oklahoma are governed by the laws of Oklahoma. Venue for any action or claim shall be Oklahoma County, Oklahoma.
- **9.** INVOICE/PAYMENT:

- **9.1** No payment shall be made by the OMD in advance of, or in anticipation of, services actually performed under this contract. Monthly invoices must be submitted for work performed the previous month.
- 9.2 A proper invoice for services must be rendered in order to receive payment. A proper invoice in one in which contains, at a minimum, the following information: 1) Vendor name, address and telephone number; 2) FEI or vendor number; 3) invoice number; 4) purchase order number; 5) description of service; 6) date(s) of service; 7) location of service; 8) amount billed for each location, and 9) total amount billed. Vendor shall maintain documentation of all billed charges and shall make such documentation available to OMD upon request. Vendor shall submit invoices to the following address:

OKANG 138 Civil Engineers Office 4329 Corsair Ave Tulsa, OK 74115-1003

The OKANG (Oklahoma Air National Guard) at Tulsa will forward the invoice to the OMD office at the following address:

OK Military Dept. 3515 N Military Circle Oklahoma City, OK 73111

- **9.3** OMD shall have forty-five (45) days upon receipt of the invoice at the above stated address to pay the invoice per state rules.
- **10.** Additional empties may be arranged if needed and will be billed the same as the current contract price at the time of the service. Additional empties will not to exceed twelve (12) additional empties per 6 cu yd per year.





# OKLAHOMA NATIONAL GUARD JOINT FORCE HEADQUARTERS 3501 MILITARY CIRCLE OKLAHOMA CITY OK 73111-4305

SPECIAL ORDER M-01 17 September 2018

CY2019 OKLAHOMA AIR NATIONAL GUARD UTA SCHEDULE

All members of 137SOW, 138FW and JFHQ OKANG are hereby ordered to attend all Unit-Training Assemblies (UTA) shown on this training schedule unless attending a Split UTA (SUTA) or Rescheduled UTA (RUTA) approved by appropriate commander. UTA locations will be at Will Rogers ANG Base in Oklahoma City, OK, Tulsa ANG Base in Tulsa, OK, and Oklahoma Military Department in Oklahoma City, OK or a combination thereof. Each unit will determine their own reporting times. Authority ANGI 36-2001, para. 6.3.

\*SD = Super Drill & \*FD = Flex Drill

MONTH	137SOW	138FW	JFHQ OKANG
JAN	2-13	<del>5-6</del> 12-13.	12-13/
FEB	23/	9-10	<b>9-10</b> /
MAR	23	2-3	23
APR ·	6-7/	6-7	6-7/
MAY	4-8	4-5	4-5
JUN	1-2	6-9 (*SD)	1-12
JUL	13-14 (*FD)	No Drill	18-14 (*FD)
AUG	3-4	3-4	3-4
SEP	14-15	14-15	14-15
OCT	5-6	5-6	5-6-
NOV	2-3	2-3	2-3
DEC	7-8-	7-8	7-8

MICHAEL C. THOMPSON Major General, OKARNG The Adjutant General

M-01