



# Solicitation Cover Page

1. Solicitation #: 0900000413 for SW0136

2. Solicitation Issue Date: 10/24/19

3. Brief Description of Requirement:

**Solicitation to establish the SW0136 Statewide Contract to conduct site assessments for any potential hydrocarbon impact at PSTD- registered Temporarily Out of Use (“TOU”) and Permanently Out of Use (“POU”) facilities across the state which will consist of a series of hollow stem auger soil borings.**

RFP NOTICE: Please note that on an 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.

4. Response Due Date<sup>1</sup>: November 14, 2019

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**<sup>2</sup>:

**U.S. Postal Delivery Address:** OMES – Central Purchasing  
5005 N. Lincoln Blvd., Suite 300  
Oklahoma City, OK 73105

**Common Carrier Delivery Address:** OMES – Central Purchasing  
5005 N. Lincoln Blvd., Suite 300  
Oklahoma City, OK 73105

**Electronic Submission Address:** \_\_\_\_\_

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

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

7. Contracting Officer:

Name: Linda Lechtenberg  
Phone: 405-522-0436  
Email: Linda.Lechtenberg@omes.ok.gov

<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. **RE: Solicitation #** 0900000413 for SW0136

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 Permit<sup>1</sup>:**

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](http://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.<sup>2</sup>

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

<sup>2</sup> 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: OMES, Central Purchasing Agency Number: 090

Solicitation or Purchase Order #: 0900000413 for SW0136

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

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## **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 Equivalent**

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](http://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.** The contract period is for a 12 month period, commencing Date of award through one year. This contract may be renewed for up to three additional one year periods.

### **B.2. Agreement Period**

**B.2.1.** The Agreement Period is the Date of Award through the end of the final renewal period. Renewal options shall be at the sole discretion of the State of Oklahoma.

### **B.3. Extension of Contract**

**B.3.1.** The State may extend the term of this contract up to 180 days if mutually agreed upon in writing by both parties.

### **B.4. Type of Contract.**

**B.4.1.** This is a firm fixed price contract for indefinite delivery and indefinite quantity for the product specified.

### **B.5. Mandatory Contract**

**B.5.1.** This contract will be a mandatory statewide contract.

**B.5.2.** This contract may be awarded to multiple Suppliers.

### **B.6. Authorized Users.**

**B.6.1.** This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts, Universities, and Municipalities may avail themselves of the contract.

**B.6.2.** Authorized Users have no authority to amend, modify or change any terms and conditions of this contract.

### **B.7. Ordering.**

**B.7.1.** Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the State purchase card, by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence. Each purchasing entity will place orders directly with the winning Supplier(s).

### **B.8. Supplier Invoices**

**B.8.1.** The Supplier shall be paid upon submission of proper certified invoices to the ordering agency/authorized user at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice, and receive payment.

**B.8.1.1.** Invoicing shall be made in accordance with the instructions of the agency/division/authorized user issuing the purchase order.

**B.8.1.2.** If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of Management and Enterprise Services for a copy of the regulations.

**B.8.1.3.** See A.18, Invoicing and Payment for further invoicing information.

### **B.9. Prompt Payment Discounts.**

**B.9.1.** Please review A.18 for information concerning prompt payment discounts.

### **B.10. Price Adjustments**

**B.10.1.** The costs and all associated equipment, materials and professional hours needed to complete the required assessments and submit reports will be determined using the PSTD's current "Reasonable and Customary Unit Cost Rates" for such work.

**B.10.2.** Price adjustments will be made pursuant to the PSTD's current Reasonable and Customary Unit Cost Rates.

### **B.11. Insurance**

**B.11.1.** This is in addition to A.26, Insurance.

**B.11.2.** Prior to the commencement of this contract, the supplier shall obtain and keep in full force and effect until the

termination of this contract, insurance coverage with an insurance company licensed and qualified under the laws of Oklahoma.

## **B.12. Conformity**

**B.12.1.** By submitting a response to this solicitation, the Supplier attests that the supplies or services conform to specified contract requirements.

## **B.13. Gratuities**

**B.13.1.** The right of the successful Supplier(s) to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful Supplier(s), or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.

## **B.14. Contract Usage Reporting Requirements**

**B.14.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.

**B.14.2.** Reports shall be submitted quarterly regardless of quantity. Failure to report sales may be cause for termination of

**B.14.3.** Usage Reports shall be delivered to Central Purchasing within 45 calendar days upon completion of performance quarter period cited in B.21.4 of this contract provision. Usage Reports may be delivered to the Central Purchasing Strategic Sourcing Group via the following addresses:

**B.14.3.1.** Email – [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov)

**B.14.3.2.** Physical Address:

OMES – Central Purchasing  
Frates Building  
5005 N. Lincoln, Suite 300  
Oklahoma City, Ok 73105

**B.14.4.** Contract quarterly reporting periods shall be:

**B.14.4.1.** January 1 through March 31.

**B.14.4.2.** April 1 through June 30.

**B.14.4.3.** July 1 through September 30.

**B.14.4.4.** October 1 through December 31.

**B.14.5. Failure to provide usage reports shall result in cancellation or suspension of contract.**

**B.14.6.** Usage Reports shall be submitted in Excel form.

## **B.15. Contract Management Fee**

**B.15.1.** As provided by Oklahoma State Statute 74 O. S., §85.33A, the Office of Management and Enterprise Services assesses an Administrative Fee in the sum of 1% on all sales transacted by any entity under this contract. The Oklahoma Administrative Fee shall not be reflected as a separate line item in the Supplier's billing to participating State Agencies and Authorized Users.

**B.15.2.** Supplier agrees to annotate the resultant amount on the quarterly "Contract Usage Report" as listed in Section B.21.6 and make payment by company check to OMES – Central Purchasing within forty five (45) calendar days from the completion of the quarterly reporting period as listed in Section B.21.4. To ensure the payment is credited properly, the Supplier must identify the check as a "Contract Management Fee" and include the following information with the payment: List the SW# and Contract Title, the report amount, and the reporting period covered. The Contract Management Fee shall be mailed to:

OMES – Accounting and Reporting  
5005 N. Lincoln Blvd., Suite 200  
Oklahoma City, OK 73105

**B.15.3.** Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

## **B.16. Conflict of Interest**

**B.16.1.** A Request for Proposal is subject to the provisions of the Oklahoma Statutes. All Suppliers must disclose with their response the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies. Further, all Suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Suppliers firm or any of its branches.

## **B.17. Disclosures Regarding Lobbyists**

- B.17.1.** A Supplier may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.
- B.17.2.** Any Supplier using the services of a lobbyist to assist in obtaining a contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State.
- B.17.3.** The name and address of each lobbyist or agent of the Supplier or subSupplier who communicated with a State employee about a solicitation or potential solicitation must be disclosed with the solicitation response.

## **B.18. State Purchase Card (P-Card)**

**B.18.1. SUPPLIERS PLEASE NOTE – IN ORDER TO BE CONSIDERED FOR AWARD, SUCCESSFUL SUPPLIERS ARE TO ACCEPT THE STATE OF OKLAHOMA PURCHASE CARD (P-CARD). FAILURE TO ACCEPT THE P-CARD MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.**

**B.18.2. SIGNATURE OF ACCEPTANCE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_.

## **B.19. State and Federal Taxes**

**B.19.1.** Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

## **B.20. Oral Agreements**

**B.20.1.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by Central Purchasing.

## **B.21. Minor Deficiencies or Minor Informalities**

**B.21.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a proposal or variation in a proposal from the exact requirements of a solicitation that may be corrected or waived without prejudice to other Suppliers. A minor deficiency or informality does not affect the price, quantity, quality, delivery, or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

**B.21.2.** The State Purchasing Director may waive minor deficiencies or informalities in a proposal if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other Suppliers, or are not a cause for proposal rejection.

## **B.22. Electronic Submission**

**B.22.1.** All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.1 of the solicitation. Submissions will not be accepted via email. Hard copies of the responses are not needed. This term overrides any terms in Section A requiring submission of hard copy.

## **B.23. Tobacco Use Prohibited**

**B.23.1.** The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned, or under the control of the State of Oklahoma, including parking lots owned or under the control of the State of Oklahoma.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Definitions**

- C.1.1.** OMES, Central Purchasing – Office of Management and Enterprise Services, Central Purchasing
- C.1.2.** PSTD – Petroleum Storage Tank Division
- C.1.3.** OCC – Oklahoma Corporation Commission
- C.1.4.** TOU – Temporarily Out of Use
- C.1.5.** POU – Permanently Out of Use
- C.1.6.** UST – Underground Storage Tank

### **C.2. Introduction**

**C.2.1.** OMES, Central Purchasing and the Petroleum Storage Tank Division ("PSTD") of the Oklahoma Corporation Commission ("OCC") are seeking responses from qualified Contractors who are interested in participating in a state-wide contract to assess for any potential hydrocarbon impact at PSTD- registered Temporarily Out of Use ("TOU") and Permanently Out of Use ("POU") facilities across the state. The site assessments will take place at these registered facilities incrementally over time as sites that meet the criteria for having an environmental site assessment completed are identified.

### **C.3. Type of Contract**

- C.3.1.** This will be a pre-qualification contract where Suppliers who employ one or more PSTD Licensed Environmental Consultants who are qualified to manage and oversee the outlined specifications will have the opportunity to be put on the qualified Contractors list.

#### **C.4. Qualified Contractors List Specifications**

- C.4.1.** Once a final list of all qualified, interested contractors is compiled, the PSTD will use a predetermined, randomized order to offer the first Contractor on the list the opportunity to conduct the site assessments at one or more facilities within a given county as they are identified. Once the second facility or grouping of facilities in a given county are identified, the next Contractor on the list will be offered the opportunity to conduct the site assessments, and so forth.

- C.4.1.1.** Note that should multiple facilities in the same county be offered to a qualified contractor on the list, the cost to complete all the assessments for those facilities will be based on the time it takes to complete all the required work during a single mobilization. In such instances, the appropriate number of days on-site needed to complete the work will be determined automatically as part of the "Reasonable and Customary Unit Cost Rates" calculations for conducting the assessments at these sites. For this scenario where site assessments will be conducted at multiple facilities within a given county as part of a single mobilization, the PSTD will determine the best facility location to establish the roundtrip mileage between the contractor's office and the "site" for purposes of establishing overall costs to complete the assessments for that grouping of facilities.

- C.4.2.** Once a contractor is selected from the pool of candidates, the PSTD will calculate the overall cost to complete all the work associated with the assessment(s) for a facility or grouping of facilities. The costs will be based on the PSTD's "Reasonable and Customary Unit Cost Rates" for such work. These costs, which will include a line-item cost breakdown for all sub-scopes of work, will then be presented to the contractor for the opportunity to accept this offer. The contractor will have five (5) working days from the date of receipt of the offer to either accept or deny the offer in writing by emailing the PSTD Technical Manager. If a contractor accepts the offer, the PSTD will issue an award letter outlining the work to be completed, the associated cost, and the time frame for completing the work and submitting the site assessment report(s). Once the site assessment reports are submitted, the PSTD will use these to determine the final overall reimbursable cost based on final quantities (number/depth of borings, number of samples analyzed, number of drums disposed of, etc.). If an adjustment in costs are necessary due to a change in final quantities, then the PSTD will issue an amended award letter outlining the final scope of work completed and final associated costs.

- C.4.3.** Should a contractor decline an offer for a facility or grouping of facilities, then that offer will be made to the next qualified contractor on the list. The contractor that declined the offer will be placed at the bottom of the list. This process will continue until a contractor accepts the offer.

- C.4.4.** Any qualifying contractor that participates in this state-wide contract understands, agrees and accepts that the costs established by the PSTD using their "Reasonable and Customary Unit Cost Rates" will be full and final and no additional reimbursement will be considered after adjustments are made for final quantities. Invoices for satisfying any given site assessment must be submitted after the site assessment report has been approved by the PSTD. The deadline for submitting the invoice for any given site assessment will be noted in the PSTD site assessment approval letter.

- C.4.5.** The OCC PSTD will secure access to each site prior to initiation of the site assessments. All participating contractors must secure any subcontractors and provide all equipment and materials needed to complete the site assessments. Note that, to the extent possible, a PSTD Project Environmental Analyst will be present at each site the day of scheduled drilling to aid in selecting the final, best possible locations for each boring.

- C.4.5.1.** Note: Should the site assessment for any given facility result in the activation of a PSTD LUST Trust Fund case, the winning contractor for that site will be offered the opportunity to manage that case. Please note that upon submittal of an Indemnity Fund application online through the PSTD Portal, PSTD staff only will conduct the necessary research to determine whether a given applicant will be designated as either a Responsible Party or Impacted Party under the Indemnity Fund or whether the case meets the requirements for becoming a LUST Trust Fund case. The proper designation of any release case is solely the responsibility of the PSTD Indemnity Fund Administrator. For any case that is activated that does not meet the requirements for becoming a LUST Trust Fund case, the designated applicant to the Indemnity Fund may retain any PSTD licensed environmental consultant of their choice to manage that case.

- C.4.6.** Should a selected contractor violate any of the performance terms of this solicitation, including, but not necessarily limited to, incomplete field work, field work that does not meet minimum standards or not meeting outlined deadlines for submitting reports and claims, then that particular contractor will be excluded from consideration for any future OCC PSTD site assessment solicitations and will not receive payment.

#### **C.5. Site Assessment Specifications**

- C.5.1.** The site assessment for each facility shall consist of the following:

- C.5.1.1. Installation of a series of hollow-stem auger soil borings to a depth of either 5 feet or 20 feet in areas most likely to be impacted. The number, approximate locations, and respective depths of each boring will be identified on individual site maps that will be provided to the contractor for a given site(s) once it/they are identified. The diameter of the borings should be as small as possible to minimize generation of residual waste soils but should not exceed 8.25 inches in diameter.
- C.5.1.2. Screening of each split-spoon soil core for volatile organic vapors in 1-foot intervals using a photoionization detector ("PID"). Standard Soil Vapor Surveying protocol as described in the PSTD Field Guidelines document must be adhered to.
- C.5.1.3. Collection of two (2) soil samples per each 20-foot boring and one (1) soil sample per each 5-foot boring for laboratory analyses of designated Chemicals of Concern (CoC) using EPA Method 8021/8015 Modified. Standard soil sampling protocols as described in the EPA Technical Enforcement Guidance Manual are to be used. Note that all soil samples collected for analyses of gasoline constituents must be preserved in methanol.
- C.5.1.4. Collection of a grab water sample (where present) from each 20-foot open boring for laboratory analyses of designated CoC using EPA Method 8021/8015 Modified.
- C.5.1.5. Placement of all residual soils from drilling into 55-gallon drums and transportation of all drummed residual waste soils generated from each site to an Oklahoma Department of Environmental Quality ("ODEQ") permitted landfill for proper disposal pending the soil laboratory analytical results for each site. Each drum shall be clearly and properly labeled as to the contents of the drum, date(s) of generation, and the site where it was generated. Where laboratory analytical results for all soil samples collected and analyzed during drilling for a given site are below laboratory detection limits for all CoC, contents of the drums may be spread on site. Where laboratory analytical results of any single soil sample collected and analyzed during drilling for a given site are above laboratory detection limits for any CoC, contents of all soil drums for that site must be properly disposed of at a permitted landfill.
- C.5.2. Aerial photographs of each facility in need of a site assessment will be provided to the contractors retained to conduct the assessments for given sites as they are identified. The number and depths of soil borings to be installed at each site as well as the CoC to be analyzed for will be notated on each map. Each aerial photograph will also notate the possible or confirmed locations of the underground storage tank ("UST") system components (tanks, product line trenches, dispenser islands) as well as the approximate desired locations for each soil boring. The exact soil boring locations shall be decided in the field prior to drilling.

## C.6. Reporting

- C.6.1. Upon completion of the site assessments, a separate report for each site shall be submitted to the PSTD summarizing the results, which includes the following:
  - C.6.1.1. Soil boring logs for each boring installed.
  - C.6.1.2. Oklahoma Water Resources Board ("OWRB") Multi-Purpose Completion Reports for each boring installed.
  - C.6.1.3. Summary table of all laboratory analytical results.
  - C.6.1.4. All laboratory analytical data sheets, including chain of custody documentation and QA/QC information.
  - C.6.1.5. Site map for each facility showing the final location of each soil boring in relation to the various UST system components.
  - C.6.1.6. Where detected, soil and groundwater plume maps for benzene, TPH-GRO and TPH-DRO and a free product plume map.
  - C.6.1.7. Disposal manifests for any soil drums disposed of at a permitted landfill.
  - C.6.1.8. Field notes.

## D. EVALUATION

### D.1. Evaluation Criteria

- D.1.1. Evaluation Criteria will consist of the following criteria:
  - D.1.1.1. Acceptance of the cost rates listed in the PSTD's current "Reasonable and Customary Unit Cost Rates" for such work.
  - D.1.1.2. Compliance with the specifications listed in Section C and response to the items listed in Section E.

## E. INSTRUCTIONS TO BIDDER

### E.1. Response Format

- E.1.1. Supplier is to submit two (2) complete copies of their response on USB Flash Drive/Thumb Drives which include the completed proposal including the scanned images of the required OMES signed forms, and any other required documents listed in this RFP. Original hard copies are not required. Faxed or emailed responses will not be accepted. Please mark the USB Flash Drive/Thumb Drives with the company name, solicitation number, and closing date. This requirement supersedes the hard copy requirement listed in A.2.4.
- E.1.2. Supplier is to submit their response copies to the OMES, Central Purchasing address listed on the front page of this solicitation.
- E.1.3. Please ensure that your USB Flash Drive/Thumb Drives are marked clearly with the RFP Number.
- E.1.4. PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

**E.2. Response Instructions**

- E.2.1. Suppliers are to complete the Responding Bidder Information Form and supply any required information listed in that form.
- E.2.2. Suppliers are to complete the Non-Collusion Form.
- E.2.3. Suppliers are to provide their signature and date on B.18.
- E.2.4. Supplier understands and agrees to the specifications listed in C.4, Qualified Contractors List Specifications. Yes \_\_\_\_\_ No \_\_\_\_\_. If no, list exceptions below.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- E.2.5. Supplier understands and agrees to the specifications listed in C.5, Site Assessment Specifications. Yes \_\_\_\_\_ No \_\_\_\_\_. If no, list exceptions below.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- E.2.6. Supplier understands and agrees to the specifications listed in C.6, Reporting. Yes \_\_\_\_\_ No \_\_\_\_\_. If no, list exceptions below.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- E.2.7. Supplier understands and agrees to the PSTD's current "Reasonable and Customary Unit Cost Rates" for such work. Examples are listed in Attachment A. Yes \_\_\_\_\_ No \_\_\_\_\_.

**F. CHECKLIST**

- F.1. Responding Bidder Information Form. \_\_\_\_\_
- F.2. Non-Collusion Form. \_\_\_\_\_
- F.3. Signature and Date on B.18. \_\_\_\_\_
- F.4. Response to Section E Requirements. \_\_\_\_\_

**G. OTHER**

**G.1. Question Submittal**

- G.1.1. All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **November 4, 2019 at 11:00 a.m.** Central Standard Time. Questions are to be emailed to [Linda.Lechtenberg@omes.ok.gov](mailto:Linda.Lechtenberg@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. Any communication regarding this RFP must be sent to the Contracting Officer listed above. Failure to do so (contacting agency personnel directly), may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions.

**G.2. Attachments**

- G.2.1. Attachment A – Examples of Reasonable and Customary Unit Cost Rates
- G.2.2. Attachment B – Usage Report

## **H. PRICE AND COST**

### **H.1. Pricing and Costs**

- H.1.1.** The costs and all associated equipment, materials and professional hours needed to complete the required assessments and submit reports will be determined using the PSTD's current "Reasonable and Customary Unit Cost Rates" for such work.
- H.1.2.** See Attachment A – Examples of Reasonable and Customary Unit Cost Rates

# REQUEST FOR APPROVAL OF CORRECTIVE ACTION WORK PLAN PROPOSAL

<b>Case Number:</b> 064-GW04
<b>Case Status:</b> Open
<b>Facility:</b> 4257186 <b>Murphy USA #7503</b> 1608 South Division Guthrie, OK, 73044
<b>Company:</b>
<b>Applicant:</b>
<b>PO Number:</b>
<b>PO Status:</b>
<b>Submission Date:</b>

<b>Request Number:</b> 14850
<b>Request Type:</b> Workplan Request
<b>Request Status:</b> Saved
<b>Project Contact:</b>
<b>Phone:</b>
<b>Email:</b>
<b>OCC PEA:</b> Greg Adams
<b>Split:</b> Not Split
<b>Split With:</b>
<b>Split Total:</b> \$0.00
<b>Request Grand Total:</b> \$5,307.20

**Approximate Days to Completion:** 0

**Round Trip Mileage:** 60

**Description of work to be completed:**

## Request Breakdown

Worksheet	Total
Soil Boring Installation	\$4,383.60
Disposal	\$785.00
Lab Analyses and Stand-Alone Time & Materials	\$138.60
	<b>\$5,307.20</b>

**REQUEST FOR APPROVAL OF CORRECTIVE  
ACTION WORK PLAN PROPOSAL**

**Unit Cost Back-Up**

<b>Soil Boring Installation</b>					
	<b>Task Notes</b>	<b>Cost</b>	<b>Measure</b>	<b>Units</b>	<b>* Total</b>
<b>QUESTIONNAIRE SUMMARY</b>					
<b>Total Borings</b>				<b>1.00</b>	
<b>Total Footage</b>				<b>5.00</b>	
<b>Project Management</b>					
Principal Oversight	<i>2 hours per event (if primary task)</i>	\$144.00	Hours	2.00	\$288.00
Project Manager	<i>4.4 hours oversight per event (if primary task) plus 0.03 hours for every 20 feet drilled.</i>	\$108.00	Hours	4.85	\$523.80
<b>Field Work Personnel &amp; Equipment</b>					
Supervise Drilling	<i>0.4 hours oversight per event (if primary task) plus 0.08 hours for every 20 feet drilled</i>	\$84.00	Hours	1.60	\$134.40
Travel Time	<i>Staff Hydrologist travel time for up to first 100 miles roundtrip travel distance (if primary task)</i>	\$84.00	Hours	2.00	\$168.00
Mileage	<i>Staff Hydrologist vehicle mileage for up to first 100 miles roundtrip travel distance (if primary task)</i>	\$1.20	Miles	100.00	\$120.00
Field Instruments (OVM, PID, Interface Probe, etc.)	<i>1 unit per mobilization if primary task</i>	\$180.00	Days	1.00	\$180.00
Decon Unit	<i>1 unit for first boring plus 0.6 units for every boring thereafter</i>	\$12.00	Each	1.00	\$12.00
<b>Subcontracted Services &amp; Equipment</b>					
Drill & Continuous Sample a 10in. Diameter Hole	<i>Per foot of boring drilled</i>	\$30.00	Feet	15.00	\$450.00
Mobilization/Demobilization	<i>Per event (if primary task)</i>	\$480.00	Each	1.00	\$480.00
Daily Decon	<i>1 unit per day (if primary task)</i>	\$180.00	Days	1.00	\$180.00
Mileage (Drill Rig & Support Vehicle)	<i>Drill rig and support vehicle mileage for up to first 100 miles roundtrip travel distance (if primary task)</i>	\$6.24	Miles	100.00	\$624.00
Drums	<i>2 drums for every 20 feet drilled</i>	\$54.00	Drums	1.50	\$81.00
Supplies	<i>1 unit for every 20 feet drilled</i>	\$24.00	Each	0.75	\$18.00
Methanol Preservation	<i>2 per boring</i>	\$12.00	Samples	2.00	\$24.00
Analytical Samples BTEX, TPH (8020/8015 or 8100)	<i>2 per boring</i>	\$126.00	Samples	2.00	\$252.00
Markup	<i>10% of all Subcontracted Services &amp; Equipment costs</i>	\$0.10		2,109.00	\$210.90
<b>Boring Report Preparation</b>					
Project Manager - Report Preparation	<i>0.1 hours for every foot drilled</i>	\$108.00	Hours	1.50	\$162.00
Clerical	<i>2 hours per event (if primary task)</i>	\$54.00	Hours	2.00	\$108.00
Draftsman time for maps/logs	<i>0.05 hours for every foot drilled</i>	\$66.00	Hours	0.75	\$49.50
<b>Disposal</b>					
Field Tech Time	<i>Per event Field Tech disposal prep/coordination time (if primary task)</i>	\$66.00	Hours	1.00	\$66.00
Field Tech Travel	<i>Field Tech travel time for up first 100 miles roundtrip travel distance (if primary task)</i>	\$66.00	Hours	2.00	\$132.00

**REQUEST FOR APPROVAL OF CORRECTIVE  
ACTION WORK PLAN PROPOSAL**

**Unit Cost Back-Up**

<b>Soil Boring Installation</b>					
	<b>Task Notes</b>	<b>Cost</b>	<b>Measure</b>	<b>Units</b>	<b>* Total</b>
<b>Disposal</b>					
Field Tech Mileage	<i>Field Tech vehicle mileage for up to first 100 miles roundtrip travel distance (if primary task)</i>	\$1.20	Miles	100.00	\$120.00
<b>Additional Costs</b>					
Staff Hydro mileage over 100 miles roundtrip	<i>Additional vehicle mileages and travel times cost for staff hydro personnel for travel distances greater than 100 miles roundtrip.</i>	\$2.88	Miles		
Field Tech mileage over 100 miles roundtrip	<i>Additional vehicle mileages and travel times cost for field tech personnel for travel distances greater than 100 miles roundtrip.</i>	\$2.52	Miles		
Mileage (Drill Rig & Support Vehicle & Labor) over 100 miles roundtrip	<i>Additional vehicle mileages and travel times cost for drill rig, support vehicle and personnel for travel distances greater than 100 miles roundtrip.</i>	\$6.24	Miles		
Mileage PerDiem	<i>PerDiem rate for 5 people for every 200 miles driven (if primary task)</i>	\$147.60			
Footage PerDiem	<i>PerDiem based on total footage of boring installed (valid for primary and secondary scope of work)</i>	\$147.60			
<b>Total for Soil Boring Installation -</b>					<b>\$4,383.60</b>

\* After April 1, 2017, all subtotals are rounded to the nearest nickel.

**REQUEST FOR APPROVAL OF CORRECTIVE  
ACTION WORK PLAN PROPOSAL**

**Unit Cost Back-Up**

<b>Disposal</b>					
	<b>Task Notes</b>	<b>Cost</b>	<b>Measure</b>	<b>Units</b>	<b>* Total</b>
<b>QUESTIONNAIRE SUMMARY</b>					
<b>Soil Drums</b>				<b>1.00</b>	
<b>Water Gallons</b>					
<b>Water Drums (only if non-bulk)</b>					
<b>Bulk Rate Hours for Water</b>					
<b>Free Product Gallons</b>					
<b>Bulk Rate Hours for Free Product</b>					
<b>Total Disposal Mileage</b>				<b>100.00</b>	
<b>Disposal</b>					
Water Disposal - First Drum	<i>Flat rate for disposal of first drum (up to 55 gallons) of water</i>	\$300.00	<i>Drums</i>		
Water Disposal - Over 55 gallons	<i>Per gallon drummed water disposal rate for anything greater than 55 gallons</i>	\$2.40	<i>Gallons</i>		
Water Disposal Sample - BTEX, TPH, (8020/8015 or 8100), Total Lead, Flashpoint (Includes Markup)	<i>Analytical costs for composite drummed water sample analyses of chemicals of concern</i>	\$216.00	<i>Samples</i>		
Soil Disposal - First Drum	<i>Flat rate for disposal of first drum (up to 55 gallons) of soil</i>	\$300.00	<i>Drums</i>	1.00	\$300.00
Soil Disposal - Every Drum Thereafter	<i>Flat rate for disposal of second drum of soil (full or partially full) and beyond</i>	\$78.00	<i>Drums</i>		
Soil Disposal Sample - BTEX, TPH, (8020/8015 or 8100), Total Lead (Includes Markup)	<i>Analytical costs for composite drummed soil sample analyses of chemicals of concern</i>	\$185.00	<i>Samples</i>	1.00	\$185.00
Bulk Waste Water	<i>Per gallon bulk water disposal rate</i>	\$0.54	<i>Gallons</i>		
Bulk Rate Free Product	<i>Per gallon bulk free product (pure product and not product/water mixture) disposal rate</i>	\$3.60	<i>Gallons</i>		
Transportation of drummed waste	<i>Vehicle mileage for up to first 100 miles to transport drummed waste to disposal facility</i>	\$3.00	<i>Miles</i>	100.00	\$300.00
Landfill Processing Fee (Provide backup explanation)	<i>flat rate fee to cover cost associated with acquiring disposal facility Waste Approval Code, when needed</i>	\$198.00	<i>Event</i>		
<b>Project Management</b>					
Principal Oversight	<i>1 Hour if waste was generated by prior consultant</i>	\$144.00	<i>Hours</i>		
Project Manager	<i>2 Hours if waste was generated by prior consultant</i>	\$108.00	<i>Hours</i>		
<b>Field Technician</b>					
Field Tech	<i>2 Hours if waste was generated by prior consultant</i>	\$66.00	<i>Hours</i>		
Field Tech travel time (2 trips)	<i>4 Hours if waste was generated by prior consultant</i>	\$66.00	<i>Hours</i>		
Mileage	<i>2 trips if waste was generated by prior consultant</i>	\$1.20	<i>Miles</i>		
<b>Additional Costs</b>					
Mileage over 100 miles roundtrip	<i>Mileage if waste was generated by prior consultant</i>	\$4.32	<i>Miles</i>		

**REQUEST FOR APPROVAL OF CORRECTIVE  
ACTION WORK PLAN PROPOSAL**

**Unit Cost Back-Up**

<b>Disposal</b>					
	<b>Task Notes</b>	<b>Cost</b>	<b>Measure</b>	<b>Units</b>	<b>* Total</b>
<b>Additional Costs</b>					
Field Tech mileage over 100 miles roundtrip	<i>Additional vehicle mileages (for disposal truck) and travel times cost for field tech personnel for travel distances greater than 100 miles roundtrip, to transport drummed waste to disposal facility.</i>	\$4.32	<i>Miles</i>		
Hourly charge for bulk rate pick-up and disposal (includes mileage)	<i>Hours to pick up bulk waste water from site and transport to disposal/recycling facility</i>	\$114.00	<i>Hours</i>		
Transporter Fuel Surcharge	<i>Actual pass-through fuel surcharge by waste hauler subcontractor</i>			1.00	
<b>Total for Disposal -</b>					<b>\$785.00</b>

\* After April 1, 2017, all subtotals are rounded to the nearest nickel.

**REQUEST FOR APPROVAL OF CORRECTIVE  
ACTION WORK PLAN PROPOSAL**

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**Lab Analyses and Stand-Alone Time & Materials, Non-Unit Costs**

**Lab Analyses and Stand-Alone Time & Materials**

<b>Category</b>	<b>Description</b>	<b>Justification</b>	<b>Cost</b>	<b>Units</b>	<b>Total</b>
Lab Analysis Cost	BTEX & TPH Combined (Mod 8020/8015) (Gasoline)	Grab groundwater sample analyses.	\$126.00	1.00	\$126.00
Markup	Markup for Lab Analyses	10% of Lab Analyses Total	\$12.60	1.00	\$12.60
					<b>\$138.60</b>

**Non Unit-Costs**

# REQUEST FOR APPROVAL OF CORRECTIVE ACTION WORK PLAN PROPOSAL

## Questionnaire

You are allowed to prepare an IF Application one time per case (one for SOR, one for Confirmed Release). Will you be including that application in this request?	No
Is request to conduct the Initial Response, Abatement & Site Characterization and reporting?	No
Is request to conduct an ORBCA Tier 1A assessment and reporting?	No
Is request to conduct an ORBCA Tier 2 assessment and reporting?	No
Is request to complete a 3-D Smear Zone Interpretation?	No
<b>Is request to install monitoring wells, vapor wells, soil borings hand-augured borings or for direct-push drilling?</b>	<b>Yes</b>
Will you be drilling/installing groundwater monitoring wells?	No
<b>Will you be drilling soil borings?</b>	<b>Yes</b>
Enter the number of soil borings between 10 ft. and 20 ft. in depth.	0
Enter the number of soil borings greater than 20 ft. in depth.	0
Enter the number of soil borings less than 10 ft. in depth.	1
Enter the total feet of soil borings less than 10 ft. in depth.	5
Will you be direct-push drilling?	No
Will you be drilling/installing vapor monitoring wells?	No
Will you be drilling Hand Augered Borings?	No
Is request to sample and/or gauge monitoring wells?	No
Is request to conduct either High or Low Vacuum Extraction?	No
<b>Is request to dispose of waste soil and/or water and/or free product?</b>	<b>Yes</b>
<b>Soil Disposal?</b>	<b>Yes</b>
How many drums of soil?	1
Will you be analyzing a composite soil sample?	Yes
Water Disposal?	No
Free Product Disposal?	No
Will you be claiming a transporter fuel surcharge?	No
How many miles are you claiming for this disposal event (drummed, non-bulk, soil and/or water)?	100
Will you need to complete a Waste Profile for landfill or other disposal facility?	No
Is waste generated by prior consultant?	No
Is request for Public Notification?	No
Is request to plug monitoring wells?	No
Is request to prepare a Remediation Plan?	No

**REQUEST FOR APPROVAL OF CORRECTIVE  
ACTION WORK PLAN PROPOSAL**

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<b>Do you need to include additional lab analyses costs or other Stand-Alone Time &amp; Materials costs? (If yes, see 'Lab Analyses and Stand-Alone Time &amp; Materials' menu)</b>	<b>Yes</b>
Do you need to include additional costs that are not part of unit-cost? (If yes, see 'Non-Unit Costs' menu)	No

# REQUEST FOR APPROVAL OF CORRECTIVE ACTION WORK PLAN PROPOSAL

<b>Case Number:</b> 064-GW04
<b>Case Status:</b> Open
<b>Facility:</b> 4257186 <b>Murphy USA #7503</b> 1608 South Division Guthrie, OK, 73044
<b>Company:</b>
<b>Applicant:</b>
<b>PO Number:</b>
<b>PO Status:</b>
<b>Submission Date:</b>

<b>Request Number:</b> 14850
<b>Request Type:</b> Workplan Request
<b>Request Status:</b> Saved
<b>Project Contact:</b>
<b>Phone:</b>
<b>Email:</b>
<b>OCC PEA:</b> Greg Adams
<b>Split:</b> Not Split
<b>Split With:</b>
<b>Split Total:</b> \$0.00
<b>Request Grand Total:</b> \$5,628.80

**Approximate Days to Completion:** 0

**Round Trip Mileage:** 60

**Description of work to be completed:**

### **Request Breakdown**

Worksheet	Total
Soil Boring Installation	\$4,705.20
Disposal	\$785.00
Lab Analyses and Stand-Alone Time & Materials	\$138.60
	<b>\$5,628.80</b>

**REQUEST FOR APPROVAL OF CORRECTIVE  
ACTION WORK PLAN PROPOSAL**

**Unit Cost Back-Up**

<b>Soil Boring Installation</b>					
	<b>Task Notes</b>	<b>Cost</b>	<b>Measure</b>	<b>Units</b>	<b>* Total</b>
<b>QUESTIONNAIRE SUMMARY</b>					
<b>Total Borings</b>				<b>1.00</b>	
<b>Total Footage</b>				<b>20.00</b>	
<b>Project Management</b>					
Principal Oversight	<i>2 hours per event (if primary task)</i>	\$144.00	Hours	2.00	\$288.00
Project Manager	<i>4.4 hours oversight per event (if primary task) plus 0.03 hours for every 20 feet drilled.</i>	\$108.00	Hours	5.00	\$540.00
<b>Field Work Personnel &amp; Equipment</b>					
Supervise Drilling	<i>0.4 hours oversight per event (if primary task) plus 0.08 hours for every 20 feet drilled</i>	\$84.00	Hours	2.00	\$168.00
Travel Time	<i>Staff Hydrologist travel time for up to first 100 miles roundtrip travel distance (if primary task)</i>	\$84.00	Hours	2.00	\$168.00
Mileage	<i>Staff Hydrologist vehicle mileage for up to first 100 miles roundtrip travel distance (if primary task)</i>	\$1.20	Miles	100.00	\$120.00
Field Instruments (OVM, PID, Interface Probe, etc.)	<i>1 unit per mobilization if primary task</i>	\$180.00	Days	1.00	\$180.00
Decon Unit	<i>1 unit for first boring plus 0.6 units for every boring thereafter</i>	\$12.00	Each	1.00	\$12.00
<b>Subcontracted Services &amp; Equipment</b>					
Drill & Continuous Sample a 10in. Diameter Hole	<i>Per foot of boring drilled</i>	\$30.00	Feet	20.00	\$600.00
Mobilization/Demobilization	<i>Per event (if primary task)</i>	\$480.00	Each	1.00	\$480.00
Daily Decon	<i>1 unit per day (if primary task)</i>	\$180.00	Days	1.00	\$180.00
Mileage (Drill Rig & Support Vehicle)	<i>Drill rig and support vehicle mileage for up to first 100 miles roundtrip travel distance (if primary task)</i>	\$6.24	Miles	100.00	\$624.00
Drums	<i>2 drums for every 20 feet drilled</i>	\$54.00	Drums	2.00	\$108.00
Supplies	<i>1 unit for every 20 feet drilled</i>	\$24.00	Each	1.00	\$24.00
Methanol Preservation	<i>2 per boring</i>	\$12.00	Samples	2.00	\$24.00
Analytical Samples BTEX, TPH (8020/8015 or 8100)	<i>2 per boring</i>	\$126.00	Samples	2.00	\$252.00
Markup	<i>10% of all Subcontracted Services &amp; Equipment costs</i>	\$0.10		2,292.00	\$229.20
<b>Boring Report Preparation</b>					
Project Manager - Report Preparation	<i>0.1 hours for every foot drilled</i>	\$108.00	Hours	2.00	\$216.00
Clerical	<i>2 hours per event (if primary task)</i>	\$54.00	Hours	2.00	\$108.00
Draftsman time for maps/logs	<i>0.05 hours for every foot drilled</i>	\$66.00	Hours	1.00	\$66.00
<b>Disposal</b>					
Field Tech Time	<i>Per event Field Tech disposal prep/coordination time (if primary task)</i>	\$66.00	Hours	1.00	\$66.00
Field Tech Travel	<i>Field Tech travel time for up first 100 miles roundtrip travel distance (if primary task)</i>	\$66.00	Hours	2.00	\$132.00

**REQUEST FOR APPROVAL OF CORRECTIVE  
ACTION WORK PLAN PROPOSAL**

**Unit Cost Back-Up**

<b>Soil Boring Installation</b>					
	<b>Task Notes</b>	<b>Cost</b>	<b>Measure</b>	<b>Units</b>	<b>* Total</b>
<b>Disposal</b>					
Field Tech Mileage	<i>Field Tech vehicle mileage for up to first 100 miles roundtrip travel distance (if primary task)</i>	\$1.20	Miles	100.00	\$120.00
<b>Additional Costs</b>					
Staff Hydro mileage over 100 miles roundtrip	<i>Additional vehicle mileages and travel times cost for staff hydro personnel for travel distances greater than 100 miles roundtrip.</i>	\$2.88	Miles		
Field Tech mileage over 100 miles roundtrip	<i>Additional vehicle mileages and travel times cost for field tech personnel for travel distances greater than 100 miles roundtrip.</i>	\$2.52	Miles		
Mileage (Drill Rig & Support Vehicle & Labor) over 100 miles roundtrip	<i>Additional vehicle mileages and travel times cost for drill rig, support vehicle and personnel for travel distances greater than 100 miles roundtrip.</i>	\$6.24	Miles		
Mileage PerDiem	<i>PerDiem rate for 5 people for every 200 miles driven (if primary task)</i>	\$147.60			
Footage PerDiem	<i>PerDiem based on total footage of boring installed (valid for primary and secondary scope of work)</i>	\$147.60			
<b>Total for Soil Boring Installation -</b>					<b>\$4,705.20</b>

\* After April 1, 2017, all subtotals are rounded to the nearest nickel.

**REQUEST FOR APPROVAL OF CORRECTIVE  
ACTION WORK PLAN PROPOSAL**

**Unit Cost Back-Up**

<b>Disposal</b>					
	<b>Task Notes</b>	<b>Cost</b>	<b>Measure</b>	<b>Units</b>	<b>* Total</b>
<b>QUESTIONNAIRE SUMMARY</b>					
<b>Soil Drums</b>				<b>1.00</b>	
<b>Water Gallons</b>					
<b>Water Drums (only if non-bulk)</b>					
<b>Bulk Rate Hours for Water</b>					
<b>Free Product Gallons</b>					
<b>Bulk Rate Hours for Free Product</b>					
<b>Total Disposal Mileage</b>				<b>100.00</b>	
<b>Disposal</b>					
Water Disposal - First Drum	<i>Flat rate for disposal of first drum (up to 55 gallons) of water</i>	\$300.00	<i>Drums</i>		
Water Disposal - Over 55 gallons	<i>Per gallon drummed water disposal rate for anything greater than 55 gallons</i>	\$2.40	<i>Gallons</i>		
Water Disposal Sample - BTEX, TPH, (8020/8015 or 8100), Total Lead, Flashpoint (Includes Markup)	<i>Analytical costs for composite drummed water sample analyses of chemicals of concern</i>	\$216.00	<i>Samples</i>		
Soil Disposal - First Drum	<i>Flat rate for disposal of first drum (up to 55 gallons) of soil</i>	\$300.00	<i>Drums</i>	1.00	\$300.00
Soil Disposal - Every Drum Thereafter	<i>Flat rate for disposal of second drum of soil (full or partially full) and beyond</i>	\$78.00	<i>Drums</i>		
Soil Disposal Sample - BTEX, TPH, (8020/8015 or 8100), Total Lead (Includes Markup)	<i>Analytical costs for composite drummed soil sample analyses of chemicals of concern</i>	\$185.00	<i>Samples</i>	1.00	\$185.00
Bulk Waste Water	<i>Per gallon bulk water disposal rate</i>	\$0.54	<i>Gallons</i>		
Bulk Rate Free Product	<i>Per gallon bulk free product (pure product and not product/water mixture) disposal rate</i>	\$3.60	<i>Gallons</i>		
Transportation of drummed waste	<i>Vehicle mileage for up to first 100 miles to transport drummed waste to disposal facility</i>	\$3.00	<i>Miles</i>	100.00	\$300.00
Landfill Processing Fee (Provide backup explanation)	<i>flat rate fee to cover cost associated with acquiring disposal facility Waste Approval Code, when needed</i>	\$198.00	<i>Event</i>		
<b>Project Management</b>					
Principal Oversight	<i>1 Hour if waste was generated by prior consultant</i>	\$144.00	<i>Hours</i>		
Project Manager	<i>2 Hours if waste was generated by prior consultant</i>	\$108.00	<i>Hours</i>		
<b>Field Technician</b>					
Field Tech	<i>2 Hours if waste was generated by prior consultant</i>	\$66.00	<i>Hours</i>		
Field Tech travel time (2 trips)	<i>4 Hours if waste was generated by prior consultant</i>	\$66.00	<i>Hours</i>		
Mileage	<i>2 trips if waste was generated by prior consultant</i>	\$1.20	<i>Miles</i>		
<b>Additional Costs</b>					
Mileage over 100 miles roundtrip	<i>Mileage if waste was generated by prior consultant</i>	\$4.32	<i>Miles</i>		

**REQUEST FOR APPROVAL OF CORRECTIVE  
ACTION WORK PLAN PROPOSAL**

**Unit Cost Back-Up**

<b>Disposal</b>					
	<b>Task Notes</b>	<b>Cost</b>	<b>Measure</b>	<b>Units</b>	<b>* Total</b>
<b>Additional Costs</b>					
Field Tech mileage over 100 miles roundtrip	<i>Additional vehicle mileages (for disposal truck) and travel times cost for field tech personnel for travel distances greater than 100 miles roundtrip, to transport drummed waste to disposal facility.</i>	\$4.32	<i>Miles</i>		
Hourly charge for bulk rate pick-up and disposal (includes mileage)	<i>Hours to pick up bulk waste water from site and transport to disposal/recycling facility</i>	\$114.00	<i>Hours</i>		
Transporter Fuel Surcharge	<i>Actual pass-through fuel surcharge by waste hauler subcontractor</i>			1.00	
<b>Total for Disposal -</b>					<b>\$785.00</b>

\* After April 1, 2017, all subtotals are rounded to the nearest nickel.

**REQUEST FOR APPROVAL OF CORRECTIVE  
ACTION WORK PLAN PROPOSAL**

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**Lab Analyses and Stand-Alone Time & Materials, Non-Unit Costs**

**Lab Analyses and Stand-Alone Time & Materials**

<b>Category</b>	<b>Description</b>	<b>Justification</b>	<b>Cost</b>	<b>Units</b>	<b>Total</b>
Lab Analysis Cost	BTEX & TPH Combined (Mod 8020/8015) (Gasoline)	Grab groundwater sample analyses.	\$126.00	1.00	\$126.00
Markup	Markup for Lab Analyses	10% of Lab Analyses Total	\$12.60	1.00	\$12.60
					<b>\$138.60</b>

**Non Unit-Costs**

# REQUEST FOR APPROVAL OF CORRECTIVE ACTION WORK PLAN PROPOSAL

## Questionnaire

You are allowed to prepare an IF Application one time per case (one for SOR, one for Confirmed Release). Will you be including that application in this request?	No
Is request to conduct the Initial Response, Abatement & Site Characterization and reporting?	No
Is request to conduct an ORBCA Tier 1A assessment and reporting?	No
Is request to conduct an ORBCA Tier 2 assessment and reporting?	No
Is request to complete a 3-D Smear Zone Interpretation?	No
<b>Is request to install monitoring wells, vapor wells, soil borings hand-augured borings or for direct-push drilling?</b>	<b>Yes</b>
Will you be drilling/installing groundwater monitoring wells?	No
<b>Will you be drilling soil borings?</b>	<b>Yes</b>
Enter the number of soil borings between 10 ft. and 20 ft. in depth.	1
Enter the total feet of soil borings between 10 ft. and 20 ft. in depth.	20
Enter the number of soil borings greater than 20 ft. in depth.	0
Enter the number of soil borings less than 10 ft. in depth.	0
Will you be direct-push drilling?	No
Will you be drilling/installing vapor monitoring wells?	No
Will you be drilling Hand Augered Borings?	No
Is request to sample and/or gauge monitoring wells?	No
Is request to conduct either High or Low Vacuum Extraction?	No
<b>Is request to dispose of waste soil and/or water and/or free product?</b>	<b>Yes</b>
<b>Soil Disposal?</b>	<b>Yes</b>
How many drums of soil?	1
Will you be analyzing a composite soil sample?	Yes
Water Disposal?	No
Free Product Disposal?	No
Will you be claiming a transporter fuel surcharge?	No
How many miles are you claiming for this disposal event (drummed, non-bulk, soil and/or water)?	100
Will you need to complete a Waste Profile for landfill or other disposal facility?	No
Is waste generated by prior consultant?	No
Is request for Public Notification?	No
Is request to plug monitoring wells?	No
Is request to prepare a Remediation Plan?	No

**REQUEST FOR APPROVAL OF CORRECTIVE  
ACTION WORK PLAN PROPOSAL**

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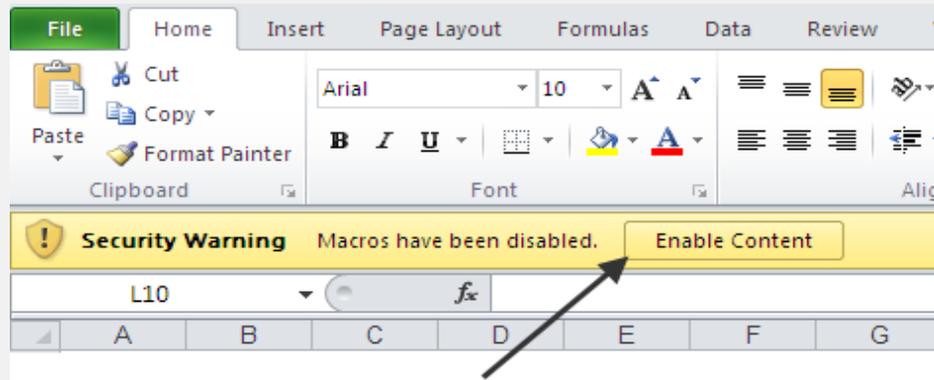
<b>Do you need to include additional lab analyses costs or other Stand-Alone Time &amp; Materials costs? (If yes, see 'Lab Analyses and Stand-Alone Time &amp; Materials' menu)</b>	<b>Yes</b>
Do you need to include additional costs that are not part of unit-cost? (If yes, see 'Non-Unit Costs' menu)	No

# USAGE REPORT INS

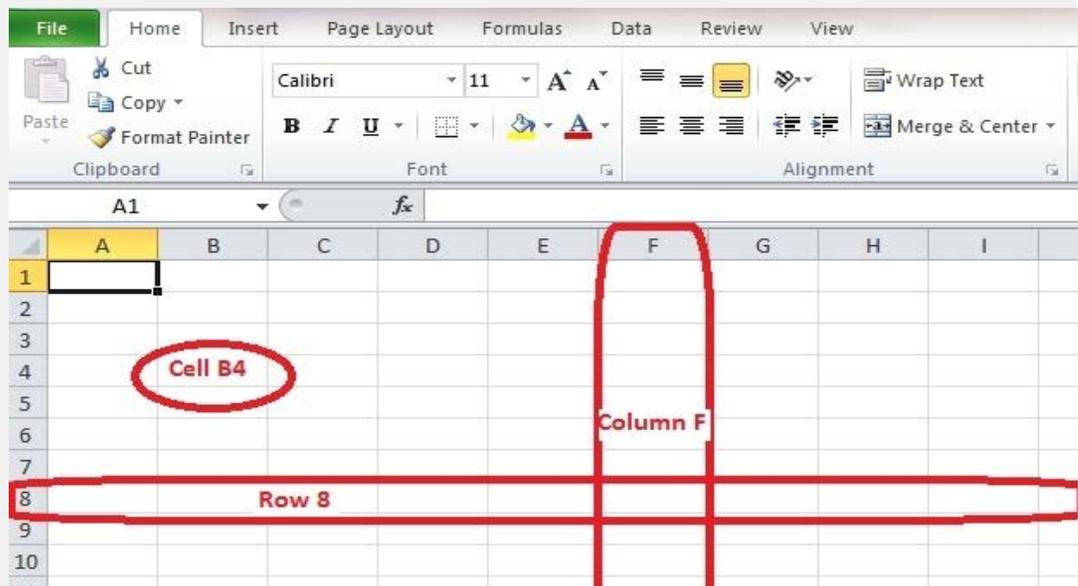
The following instructions explain how to complete the Quarterly Contract Usage Report for the State of Oklahoma. If you need more information on the report template, please contact Strategic.Sourcing@omes.ok.gov

## Notes:

- 1.) In order for the built-in functions of this spreadsheet to work properly, **macros must be enabled**. To

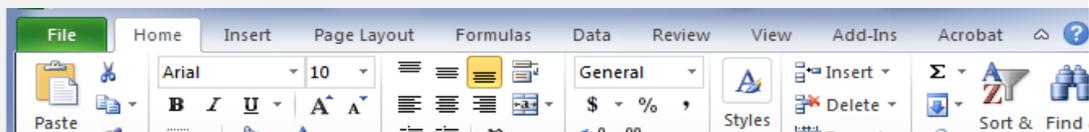


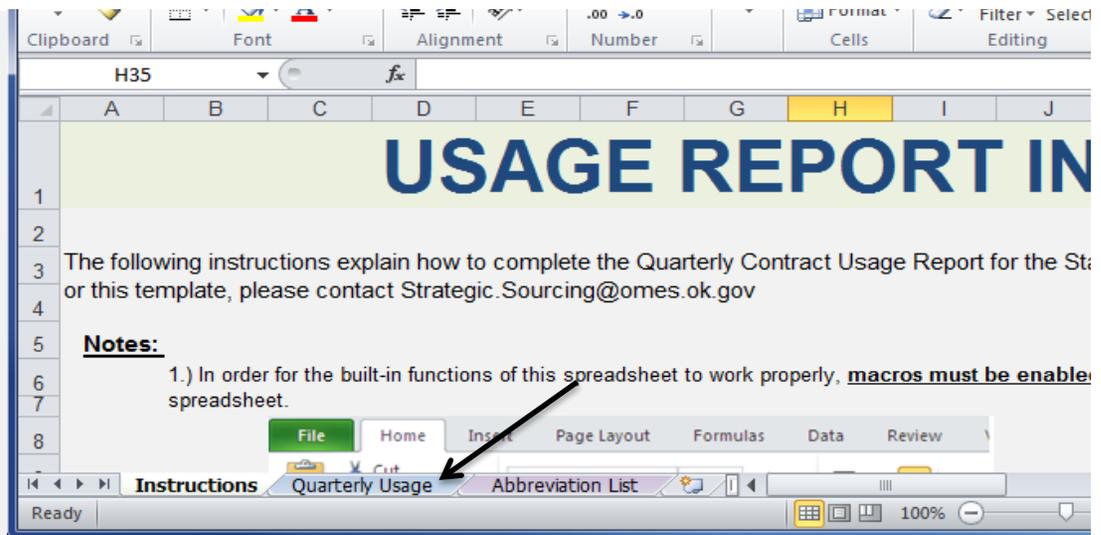
- 2.) Columns A, O, P, and Q are locked. You may not edit the calculated fields under any circumstances.



## Completing the Quarterly Usage Report

- 1.) Select the Quarterly Usage worksheet





2.) Enter contract information as described below.



**A**

**CONTRACT # (SW):** [Input field]

The Statewide (SW) Contract number references the State of Oklahoma naming convention which you are reporting, please reference your signed contract, the contract award notification

**B**

**SUPPLIER NAME:** [Input field]

The Supplier name should match the name listed on the Contract Award Documents. If you are reporting on a contract that was acquired within the last 12 months, please use this as *Company ABC dba Company XYZ*. If your company has been acquired within the last 12 months, please use the name from the contract documents to reflect new ownership.

**C**

<b>REPORTING PERIOD:</b> <i>higher education institutions</i>	<input type="radio"/>	Jul 1 - Sept 30
	<input type="radio"/>	Oct 1 - Dec 31
	<input type="radio"/>	Jan 1 - Mar 31
	<input type="radio"/>	Apr 1 - Jun 30

The reporting period for the reporting quarter is being submitted

**Inserting Lines**

1. Click the "Insert Lines" button at the bottom of the spreadsheet

	Invoice Date	Invoice Date	Invoice Date	Invoice Date
106	98			
107	99			
108	100			
109				
110				
111				
112				
113				

Instructions Quarterly Usage Abbreviation List

2. Enter the number of lines you would like to add in the pop-up window  
Note: the number MUST be an integer - no letters, decimals, or fractions

Insert Lines

Number of Lines to be Inserted:

OK Cancel

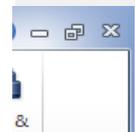
3. Select OK  
Lines will be inserted at the bottom of the spreadsheet, while formulas and calculations will  
These steps can be completed multiple times until the desired number of rows is available.

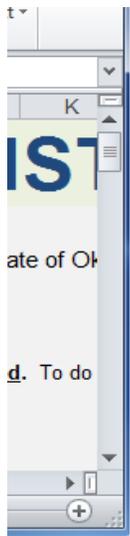
# INSTRUCTIONS

Oklahoma. If you have questions regarding reporting, administrative fees, or this

to do this, please click "**Enable Content**" in the yellow ribbon at the top of the spreadsheet.

s.





# MES Central Purchasing

	<b>REPORTING PERIOD:</b>	<input type="checkbox"/>	Jul 1 - Sept 30
<i>es, counties, school districts, municipalities, higher education institutions</i>		<input type="checkbox"/>	Oct 1 - Dec 31
		<input type="checkbox"/>	Jan 1 - Mar 31
		<input type="checkbox"/>	Apr 1 - Jun 30

1. The format will be SWXXXX. If you do not know the Statewide Contract number for on, or email Strategic.Sourcing@omes.ok.gov.



if your company has a formal name but is doing business as (dba) another name, please detail the reporting period, please contact the **contracting officer** in order to formally change

references the date range for which sales were made. Please put an "X" indicating which

automatically update.

**Deleting rows is not permitted**, but blank rows are acceptable.

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## 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 Employee Vendor Request Form](#)
- > **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 representative should provide form to payee for completion of the vendor section shown below. Upon receipt of the completed form the agency should enter request instructions below. Please email completed and signed form to [vendor.form@omes.ok.gov](mailto:vendor.form@omes.ok.gov) or fax to 405-522-3663.**

<b>Agency Name</b>		<b>Contact Name</b>	
<b>Phone #</b>		<b>Fax #</b>	
<b>Agency Request To</b> – 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 _____		
<b>Vendor 1099 Reportable Status</b>	<b>Attention Paying Agency:</b> Please check the <b>Add</b> 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 <b>Remove</b> box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:		
<input type="checkbox"/> <b>Add:</b>	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 – Other Income
<input type="checkbox"/> <b>Remove:</b>	<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 information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.**

<b>Payee Information:</b> 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.			
<b>Name</b>	<b>Contact Name</b>		
Payee Legal Name for Business, Individual or Government Entity as filed with IRS			
<b>DBA Name</b>	<b>Contact Title</b>		
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name			
<b>Phone #</b>			
<b>Fax #</b>			
<b>Tax Identification Number (TIN) and Type:</b>	<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)		
<b>Business Address</b> -- Please provide primary address as reflected on payee's annual U.S. Internal Revenue Service tax documentation			
<b>Address</b>	<b>City</b>		
<b>State</b>	<b>Zip+4</b> <b>Remittance Email</b>		
<b>Optional Addresses</b> – 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:		
<b>Address</b>	<b>City</b>		
<b>State</b>	<b>Zip+4</b> <b>Remittance Email</b>		
<b>Financial Registration:</b> 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.			
<b>Name</b>	<b>Title</b> <b>Email</b>		

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)**

Please provide tax identification number applicable for payee IRS tax reporting

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-8BEN-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"/> <b>1 - RENTS</b> 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"/> <b>1- RENTS (continued)</b> 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles  <input type="checkbox"/> <b>2 – ROYALTIES</b> 553170 Royalties	<input type="checkbox"/> <b>3 – OTHER INCOME</b> 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"/> <b>6 - MEDICAL &amp; HEALTH CARE PAYMENTS</b> 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"/> <b>7 - NON-EMPLOYEE COMPENSATION</b> 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"/> <b>14 - GROSS PROCEEDS TO AN ATTORNEY</b> 553180 Settlements – Paid To/Thru Attorney		