



OKLAHOMA
Office of Management
& Enterprise Services

Bidder Instructions Cover Page

Solicitation#: 090000440RW		Solicitation Issue Date: 12/03/2020	
DUE DATES AND TIME (CENTRAL STANDARD TIME): Bid Response: 3:00 p.m. on 01/07/2021 ¹ Request for administrative review: 3:00 p.m. on 12/21/2020 Questions: 3:00 p.m. on 12/21/2020			
CONTRACT TYPE: Agency: <input type="checkbox"/> Agency Name/Number _____ Statewide: <input checked="" type="checkbox"/> Contract Number _____			
SOLICITATION TYPE: <input checked="" type="checkbox"/> Request for Proposal <input type="checkbox"/> Request for Quote <input type="checkbox"/> Invitation to Bid Information technology Bidder Instructions are applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Terms regarding sensitive data will be included in the Contract including, but not limited to: HIPAA _____ CJIS _____ FERPA _____ OTHER _____ 1075 _____			
RETURN SEALED BID TO: OMESCPeBID@omes.ok.gov		CONTRACTING OFFICER: Name: Theresa Johnson Email: theresa.johnson@omes.ok.gov Phone No. 405-521-2289	

¹ Amendments may change the Bid Response Due Date (read "Amendments" in these Bidder Instructions)
09/01/2020

Oklahoma Office of Management and Enterprise Services Bidder Instructions

Information related to the Bid submission process is contained in these Bidder Instructions. **Prospective Bidders are urged to read the documents provided by the State and these Bidder Instructions carefully. Failure to do so shall be at the Bidder's risk.**

1 Definitions

The following terms, when used in these Bidder Instructions, shall have the following meanings:

- 1.1 **Alternate Bid** means a Bid which contains an intentional substantive variation to a basic provision, specification, term or condition.
- 1.2 **Amendment** means a written change, addition, correction or revision to terms, conditions or requirements by the State agency issuing the Solicitation.
- 1.3 **BAFO** means a best and final offer requested by the State agency issuing the Solicitation.
- 1.4 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 1.5 **Bidder** means an individual or business entity that submits a Bid in response.
- 1.6 **Bid Packet** means the order described in these Bidder Instructions in which all Bidders shall insert the relevant sections of a Bid and which shall be the format for all submitted Bids.
- 1.7 **OAC** means the Oklahoma Administrative Code.

2 Instructions Compliance

These Bidder Instructions are not part of the Contract; however, compliance with these Instructions is material to the determination of whether a Bid is responsive. Terms, requirements and specifications may be stated or phrased differently than in a previous solicitation irrespective of past interpretations, practices or customs. Bid requirements are altered only by written Amendment and verbal communications from any source whatsoever are of no effect. In no event shall the Bidder's failure to read and understand a term, condition or requirement in any of the documents provided by the State constitute grounds for a claim after award of the Contract.

3 Communications and Questions

The Contracting Officer listed on the Bidder Instructions Cover Page is the only individual the Bidder should contact, or communicate with, regarding any questions or issues with the Acquisition. Failure to comply with this requirement may result in the Bid being considered non-responsive or not considered for further evaluation.

3.1 General Questions

- A. Questions should be concise, identify the relevant document, include specific section references and avoid use of tables or special formatting (use simple lists).

B. Information Technology Bids

- i If information technology Bidder Instructions are applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications or requirements online. Questions received via any other means will not be addressed.
- ii Registration with the State of Oklahoma for wiki access is located at <https://omes.ok.gov/forms/wiki-enrollment-it-procurement>. Access should be requested at least five (5) business days prior to the Questions Due Date. The State is not responsible for a Bidder's lack of access to the wiki.

C. Non-Information Technology Bids

If information technology Bidder Instructions are not applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications or requirements to the Contracting Officer's email address shown on the Bidder Instructions Cover Page. Questions received via any other means will not be addressed.

3.2 Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of Bid information or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussion shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall submit such clarifications in writing to the Contracting Officer. Bidder answers that are outside scope of the clarification questions shall be disregarded. Oral explanations or instructions provided to a potential Bidder are not binding.

4 Administrative Review

- 4.1 A Bidder that believes the Contract or Bid requirements or specifications, or Bid Response Due Date, are unnecessarily restrictive or limit competition may email a request for administrative review to the Contracting Officer. A request received via any other means will not be addressed. The State shall promptly respond in writing to each written administrative review request, and where appropriate, issue a revision, substitution or clarification through an Amendment. Requests for administrative review shall include the reason for the request, supported by information, and any proposed changes.
- 4.2 If a Bidder fails to notify the Contracting Officer of an ambiguity, conflict, discrepancy, omission or other error in any of the documents provided by the State that is known to Bidder, or that reasonably should be known by Bidder, the Bidder accepts the risk of submitting a Bid and, if awarded the Contract, shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.

5 Amendments

5.1 Any Amendment shall be set forth at the same online link as the Solicitation.

5.2 It is the Bidder's responsibility to check the State's website frequently for any possible Amendments that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete a Bid.

6 Confidentiality Request

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, 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 pursuant to OAC 260:115-3-9². However, a public Bid opening does not make the Bid immediately accessible to the public. All material submitted by a Bidder becomes the property of the State. No portion of a Bid shall be considered confidential after award of the Contract except, pursuant to 74 O.S. §85.10, information in the Bid determined to be confidential by the State Purchasing Director or delegate. Typically, a properly submitted confidentiality claim of a potential awardee is reviewed and determined prior to award; a properly submitted confidentiality claim of a **non-awarded Bidder** is reviewed and determined only when responding to an open records request concerning the Bid. Additional information regarding information considered confidential by a Bidder is provided in Section 8.2.C below.

7 Acceptance of Content

Unless otherwise provided in Section Four of a Bidder's response, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all State terms and conditions relating to the Contract. Upon award of a contract, such terms and conditions, as may be amended by the Bid after negotiation, shall become contractual obligations between the parties.

8 Required Bid Structure

8.1 Preparation of Bid

- A. The Bid is required to be structured into separate, labelled and easily identifiable sections using the Bid Packet format provided below. A Bid submitted using any other format may not be accepted. Except for items listed in Section Three of the Bid Packet (information requested to be held confidential), the Bid should not contain duplicative content. Any section of the Bid Packet that is not applicable to the Bid shall have a page inserted to denote the section is not applicable. For instance, if business references are not required, the Bid should contain a page after the "Business References" section heading that reads "Not Applicable", "N/A" or some similar notation.

Commented [RM1]: This subsection 8.1 is the workhorse of the Bidder Instructions.

All information required or requested to be included in the Bid is listed in this subsection and references the applicable location in the Bid Packet Format (subsection 8.2 below) for each part of the Bid. This ensures the Bids provide information in the same sequence and are easier to evaluate as well as check for responsiveness, etc.

Verbiage in this subsection in red are examples only.

The examples do not address every possible piece of information required or requested to be in a Bid. That information varies from one acquisition to the next.

To the extent an example doesn't fit, revise or delete it.

The Contracting Officer Checklist is a good resource for initial questions to ask agency or statewide stakeholders.

² OAC 260:115-3-9 is located at http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfednm8pb4dthj0chedppmcbq8dtmmak31ctjiujrgcln50ob7ckj42tbkdt374obdcli00

B. The Bid will be evaluated using a best value criteria, based on the following:

- i** Technical Proposal
- ii** Supplier Interviews, if required
- iii** Past Experience and Performance
- iv** Organization and
- v** Price and Cost

Commented [RM2]: Subsection B references best value but the subsection might instead reference lowest and best as the criteria.

8.2 Bid Packet Format

A. Section One: Cover Page

Provide a dated cover page or transmittal letter that identifies the Solicitation and the Bidder and provides Bidder contact information.

B. Section Two: Required Forms, Certifications and Disclosures

- i** Completed “Responding Bidder Information” form set forth and accompanying required documentation.
- ii** Completed “Certification for Competitive Bid and Contract” form.
- iii** Bidder shall additionally provide in this section of its Bid, disclosure of (1) any public contract terminated by a governmental entity or suits or claims against the Bidder for failure to perform in connection with a public contract (including any company which a Bidder has merged with or acquired that will be performing services or providing products if awarded the Contract); (2) any contractual relationship or any other relevant contact with any State personnel or another Bidder or Supplier involved in the development of a Bidder’s response to the Solicitation; (3) the name of any officer, director or agent of the Bidder who is also an employee of the State or any of its agencies; (4) the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder firm or any of its branches and (5) any activity or interest that conflicts or may conflict with the best interest of the State, including but not limited to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Any conflict of interest shall, in the sole discretion of the State, be grounds for rejection of the Bid or partial or whole termination of the Contract.
- iv** Certificate of Insurance and Workers’ Compensation form.
- v** Completed Vendor Payee form.
- vi** Any information requested in connection with subcontractors a Bidder proposes to use in performance of the resulting contract.
- vii** Signed Amendment(s), if any, located at the same online link as the Solicitation.

Commented [RM3]: The Bid Packet Format subsection 8.2 should be left unchanged.
All requirements of the Bid go in subsection 8.1 above – the workhorse of the Bidder Instructions – and refer to this subsection 8.2 re: the section in the Bid Packet for each part of the Bid.

Additional note: if section 8 of the Bid, technical response, is anticipated to be crazy unwieldy for evaluators, a section 15 can be added to the Bid Packet Format (as a new subsection O) as a method to split up the Bid requirements and mountain of responsive information that would otherwise be clumped in section 8 of the Bid.

Goal: make evaluation more efficient and easy to do actually.

The Bidder shall acknowledge agreement with each Amendment, if any, by inserting the Amendment in this section, signed by or on behalf of the Bidder.

C. Section Three: Bid Portions Requested to be Held Confidential

- i Any portion of the Bid that the Bidder requests be held confidential shall be listed in this section for independent review regarding confidentiality. For example: “the portion of Section 8 titled Member Satisfaction Survey”. However, the Bid should not be broken apart such that the information requested to be held confidential is only found in this section; rather, such content should be included in the Bid in applicable sections, for efficient evaluation.
- ii For each portion of the Bid listed as considered confidential, the Bidder must identify the specific information considered confidential and fully comply with **OAC 260:115-3-9³ which additionally requires a Bidder to enumerate the specific grounds, based on applicable laws which support treatment of the information as exempt from disclosure and explain why disclosure is not in the best interest of the public.**
- iii A Bid marked in total, as proprietary and/or confidential shall not be considered confidential. Likewise, unless specifically referenced otherwise, resumes, pricing, marketing materials, business references, Voluntary Product Accessibility Templates, additional terms proposed by a Bidder and subcontractor information are not confidential and are not exempt from disclosure under the Oklahoma Open Records Act. The foregoing list is intended to address information often marked confidential that is not exempt from disclosure and is not an exhaustive list.
- iv **ANY INFORMATION MARKED AS CONFIDENTIAL AND EMBODIED ELSEWHERE IN A BID RATHER THAN LISTED IN THIS SECTION OF THE BID PACKET WILL NOT BE CONSIDERED CONFIDENTIAL AND WILL BE SUBJECT TO DISCLOSURE WITHOUT FURTHER REVIEW. THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR A CONFIDENTIALITY CLAIM. LIKEWISE, CONFIDENTIALITY CLAIMS OF A BIDDER WILL NOT BE CONSIDERED IF A BID DOES NOT COMPLY WITH REQUIREMENTS OF OAC 260:115-3-9 AND THE INFORMATION WILL BE SUBJECT TO DISCLOSURE PURSUANT TO STATE LAW.**

D. Section Four: Requested Exceptions to Terms

- i Any requested exception or revision to terms or conditions provided by the State shall be inserted in this section using the table provided at the end of these Bidder Instructions. If no exceptions or revisions are requested, the Bid should reflect that by either submitting the table with no additions to it or by inserting a page to denote this section is not applicable. Each requested exception or revision shall identify (i) the document and section reference of the specific affected term and (ii) either

³ OAC 260:115-3-9 is located at http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfednm8pb4dthj0chedppmcqbq8dtmmak31ctjiujrgcln50ob7ckj42tbkdt374obdcli00

that the term is inapplicable and should be intentionally omitted or offer alternative language if the Bidder is requesting revision of the term. Some examples are provided on the table for illustrative purposes only and, if not deleted in a submitted Bid, will be disregarded.

- ii Use tracked changes to propose alternative language, added language or other revision. Requests not shown as tracked changes may be returned to the Bidder for compliance with this requirement and review will be delayed as a result.
- iii Each entry on the exceptions table must reference only one subsection or section (if there are no subsections). Including multiple subsections in one entry may result in the table being returned to the Bidder for compliance with this requirement and review will be delayed as a result.
- iv A clarification question is not an exception and any clarification included in this section will be disregarded.
- v If the Bid contains a copy of **master** terms between the Bidder and the State that the Bidder believes are applicable to the Acquisition, the Bidder need not take exceptions to the General Terms; however, the remainder of terms and contents of a document provided by the State including, without limitation, all attachments, appendices and exhibits remain applicable and are not supplanted by such **master** terms. Therefore, any exception to terms in the Solicitation or any other document related to the Acquisition, other than General Terms, must be included in this section as an exception.
- vi **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR EXCEPTIONS AND ANY EXCEPTION EMBODIED IN ANOTHER SECTION OF THE BID OR IN A FORMAT OTHER THAN THE PROVIDED TABLE WILL NOT BE CONSIDERED. LIKEWISE, AN EXCEPTION EXPRESSING ONLY GENERAL DISAGREEMENT WITH A TERM OR A GENERAL EXCEPTION TO ANY STATE TERMS OR CONDITIONS, WITHOUT SUGGESTED ALTERNATIVE WORDING OR IDENTIFYING THAT THE TERM SHOULD BE INTENTIONALLY OMITTED, WILL NOT BE CONSIDERED.**

E. Section Five: Additional Bidder Terms

Any additional terms that the Bidder requests be applicable to the Contract shall be inserted in this section and shall be provided in Word format. **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR ADDITIONAL TERMS AND ANY SUCH TERMS NOT SUBMITTED IN THIS SECTION OF THE BID SHALL NOT BE CONSIDERED.** Should a Bidder be awarded a Contract, neither the State nor a customer shall be required to execute additional documents not included in a Bid. For example, if a Bidder typically uses an ordering document in connection with an acquisition, the ordering document template shall be included in the Bid.

F. Section Six: Master Terms between Bidder and State

A copy of any master terms, mutually executed by the Bidder and the State, that the Bidder believes are applicable to the Acquisition shall be inserted in this section. Any master terms not submitted in this section of the Bid shall not be considered.

G. Section Seven: Executive Summary

The Bidder's executive summary shall be inserted in this section. Marketing information, general company information and other similar information should be included in the executive summary. Avoid duplication of such information in other sections of the Bid; it unnecessarily lengthens the Bid and hinders efficient evaluation.

H. Section Eight: Response to Specifications and Requirements

i. Category Responses

a. Mandatory Category

All Suppliers responding to this RFP are required to respond to Category 1: Routine.

b. Optional Category

All Suppliers who have responded to Category 1: Routine have the additional option of responding to Category 2: Emergency. Category 2 is not required and a vendor can choose only to respond to Category 1: Routine.

c. Category Award

The State reserves the right to award each category separately and to multiple Suppliers. Receiving an award for one category does not guarantee an award for both categories.

ii. Solicitation Submission

Suppliers should submit the following components to ensure a complete response will be evaluated.

a. Cover Page

Suppliers should submit a cover page with their organizations name and contact information, as well as the category or categories to which they are responding.

b. Administrative Data

Suppliers should submit all applicable administrative documents requested in this RFP.

c. Technical Proposal

Suppliers shall submit a technical proposal indicating their ability to meet or exceed all specifications listed in Attachment A. There should be no identifying information included in the technical proposal, including but not limited to company names, brands, or logos. Technical proposals including identifying information will be redacted. Proposals with excessive identifying information may be disqualified from further consideration.

d. Past Experience and Performance

Suppliers shall submit descriptions of their last three contracts of similar size and scope and contact information for the customer's project manager.

e. Organization

The following documentation shall be provided along with the bid response. Such documentation will be reviewed in determining the technical acceptability of the bid response.

1. Waste Management Facilities, Transporters and Testing Facilities

A. Supplier must provide evidence of established working relationships with the RTSDF, transporters and testing facilities. If an existing working relationship does not exist between the

successful supplier and any proposed RTSDF or transporter or testing facility, the successful supplier must provide written evidence of the RTSDF or transporter or testing facility willingness to provide subcontracting services under this contract. Evidence of an established working relationship may consist of any of the following:

- a. Letters of agreement;
 - b. Existing legal contract;
 - c. Completed uniform hazardous waste manifest;
 - d. Paid invoice with corresponding purchase order;Evidence of a working relationship shall be no older than 365 days prior to solicitation closing date.
- B. Supplier must list names and locations of all waste management facilities that will be used by the supplier to manage the waste stream. This includes, but not limited to transfer stations, consolidators, storage, and final facilities that will be used by the supplier to handle and dispose of waste under this contract for each waste management method in Exhibit 1, Attachments # 1 and 2.
- C. Supplier must identify all approved haulers that will perform transportation under this contract in Exhibit 1, Attachment # 4.
- D. Supplier must provide a list of facilities that will perform waste sampling and analysis/testing in Exhibit 1, Attachment # 3.

2. Organization Profile

Supplier must include a profile in Exhibit 1, Attachment # 5 that includes the supplier's legal name, address, and telephone number, date established, date beginning the Work related to the scope of this contract, ownership (such as public firm, partnership, or subsidiary), firm leadership (such as corporate officers or partners), number of employees (who will work full time in Oklahoma for this contract) engaged in tasks directly related to the work requirements in this solicitation. Also, make a statement that the supplier including subcontractors meets and understands all requirements set forth in this contract. Complete this section in Exhibit 1, Attachment # 5.

f. Permits and Licenses

Supplier and all subcontractors under this contract must provide the following certificates, licenses, permits and identification numbers with the bid response. All applicable certificates, licenses and permits must correspond with information provided in Exhibit 1, Attachment # 1 - 4.

1. Intrastate for-hire motor carrier license from the Oklahoma Corporation Commission
2. Intrastate private motor carrier license from the Oklahoma Corporation Commission
3. Regulated Interstate Single State Registration certification from the Oklahoma Corporation Commission or from one of other participating states
4. Unregulated Interstate Registration Certificate from the Oklahoma Corporation Commission
5. Deleterious Substance Transport Permit from the Oklahoma Corporation Commission
6. Hazardous Waste Registration and Permit from the Oklahoma Corporation Commission or from one of other participating states
7. Environmental Protection Agency Identification number from the Department of Environmental Quality
8. United States Department of Transportation number from the U.S. Department of Transportation for interstate transporter.

g. Cost

1. Suppliers shall submit costs Exhibit 1, Attachment 6 & 7

I. Section Nine: Pricing

Pricing associated with the Bid shall be inserted in this section and shall be in the required structure set forth above in Subsection 8.1, if any.

J. Section Ten: Offer of Value-Added Products and/or Services

If a Bid includes an offer of value-added products and/or services, such offer shall be inserted in this section and include associated pricing and any other information relevant to such value-added offer. However, the State is not obligated to purchase value-added products or services.

K. Section Eleven: Financial Information

Any required financial and associated information shall be inserted in this section.

L. Section Twelve: Business References

Any required business references and associated information shall be inserted in this section.

M. Section Thirteen: Additional Company Information

Any required additional company information shall be inserted in this section.

N. Section Fourteen: Third Party Vendor Information

Any required additional third party vendor information shall be inserted in this section.

9 Submission of Bid

- 9.1 **IT IS THE BIDDER'S SOLE RESPONSIBILITY TO SUBMIT INFORMATION IN THE BID AS REQUESTED AND IN COMPLIANCE WITH THE OKLAHOMA CENTRAL PURCHASING ACT AND ASSOCIATED OAC TITLE 260 RULES⁴ INCLUDING WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11⁵.** A submitted Bid is rendered as a legal offer and is required to be in strict conformity with these Bidder Instructions.
- 9.2 **A Bid shall be submitted via email solely to OMESCPeBID@omes.ok.gov. Please note that it is possible a Bidder's email system may have limitations on the size of outgoing email attachments and plan accordingly for the entire Bid to be received by the Bid Response Due Date and Time. A Bid emailed directly to or cc'd to the Contracting Officer will not be reviewed by the Contracting Officer. In person, commercial carrier or facsimile submittals shall not be accepted. The subject line of the email Bid shall contain the following: Attention: [insert Contracting Officer name]; Solicitation Number and Bid Response Due Date and**

⁴ Oklahoma Administrative Code Title 260, Chapter 115 is located at http://www.oar.state.ok.us/oar/codedoc02.nsf/frnMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcqbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

⁵ OAC 260:115-3-7 and OAC 260:115-3-11 are located at http://www.oar.state.ok.us/oar/codedoc02.nsf/frnMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcqbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

Time. The State is not responsible for incorrect link information or its inability to access a submitted Bid. Receipt of a Bid will generate an automatic notice that the Bid is received; if a Bidder believes a Bid has been sent but has not received a notice of receipt, the Bidder should contact the Contracting Officer at the email or phone number shown on the Bidder Instructions Cover Page. Receipt of the Bid by the State is the responsibility of the Bidder.

- 9.3 Unless otherwise specified in the Solicitation, (i) manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for informational purposes and not intended to limit competition and (ii) a Bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). Bidder shall offer new items of current design and technology unless the State specifies older models or versions, or used, reconditioned, or remanufactured products are acceptable. Warranties in either case should be the same. However, if a Bid is based on equivalent products, the Bid is required to state the manufacturer's name and number. The Bid shall also explain in detail how the proposed equivalent will meet the specifications and not be considered an exception thereto.
- 9.4 Reference to literature submitted with a previous Bid shall not satisfy a specification or requirement associated with the present Bid. Any previous solicitation or resultant contract shall not be depended upon, perceived or interpreted to have any relevance to the present Bid.
- 9.5 Bids shall remain a firm offer for a minimum of one hundred twenty (120) days after the Bid Response Due Date. Any usage amounts provided by the State are estimates and are not guaranteed to be purchased.
- 9.6 Unless specified otherwise, a Bidder shall submit a firm, fixed price for the term, including optional renewal terms, of the Contract. The Bidder guarantees unit prices to be correct.
- 9.7 In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price. Travel expenses include, but are not limited to, transportation, lodging and meals. Examples of other miscellaneous travel expenses are referenced in §10.14 of the Statewide Accounting Manual⁶.
- 9.8 A Bid containing early payment discounts may be evaluated when making an award. If a Bidder wishes to offer an early payment discount, the Bid must include available discount percentages for no less than ten (10) days payment, increasing in five (5) day increments up to thirty (30) days. The discount percentages shall be expressed in a half or whole percentage, with the minimum discount percentage being 0.5%. The State is not obligated to utilize an offered discount.
- 9.9 All costs incurred by the Bidder for Bid preparation and participation shall be the sole responsibility of the Bidder and the Bidder shall not be reimbursed for any such costs. By submitting a Bid,

⁶ Statewide Accounting Manual is located at <https://omes.ok.gov/sites/g/files/gmc316/f/StatewideAccountingManual.pdf>.

Bidder agrees not to make any claims for damages or have any rights to damages in connection with the Bid.

- 9.10 For consistency of contract structure, certain State terms may be marked “Intentionally Omitted”. If so, no response is expected.
- 9.11 After review of a Bidder's submitted documents and information, the State may require additional terms for an Acquisition in which State or citizen data will be accessed, processed, stored or transmitted by a Supplier.
- 9.12 Each Bid is required to include relevant information for a designated contact to receive notice, approvals and requests.

10 Bid Withdrawal, Bid Change and Alternate Bid

- 10.1 Except as authorized by the State Purchasing Director after proof by the Bidder that a significant error by the Bidder exists in the Bid, a Bid may not be withdrawn after the Bid Response Due Date and Time. If the Bidder wishes to withdraw a Bid prior to the Bid Response Due Date and Time, the Bidder shall submit a written withdrawal request to the State Purchasing Director in accordance with OAC 260:115-3-13⁷ at the email address listed in Section 9 above.
- 10.2 Except as requested by the State, a Bid may not be changed after the Bid Response Due Date and Time. If the Bidder needs to change a submitted Bid prior to the Bid Response Due Date and Time, the Bidder shall withdraw the originally submitted Bid and a new Bid shall be submitted to the State by the Bid Response Due Date and Time in accordance with Section 9 and include the following statement on the superseding Bid cover page: **“THIS BID SUPERSEDES THE BID PREVIOUSLY SUBMITTED” AND “SUPERSEDING BID” MUST APPEAR IN THE SUBJECT LINE OF THE EMAIL.**
- 10.3 A Bidder may submit one or more Alternate Bids. Any Alternate Bid submitted shall be a complete Bid and shall be clearly identified as an Alternate Bid in the subject line of the email. If more than one Alternate Bid is submitted, the identification in the email subject line shall refer to Alternate Bid 1, Alternate Bid 2, etc.

11 Bid Rejection

- 11.1 The Bidder’s failure to submit required information may cause its Bid to be rejected. Additionally, a Bid received after the Bid Response Due Date and Time **SHALL BE DEEMED NON-RESPONSIVE AND SHALL NOT BE CONSIDERED unless the State Purchasing Director has authorized acceptance of Bids due to a significant error or incident that occurred which**

⁷ OAC 260:115-3-13 is located at http://www.oar.state.ok.us/oar/codedoc02.nsf/frnMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfednm8pb4dthj0chedppmcqbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00.

affected the receipt of a Bid.⁸ Failure to comply with these Bidder Instructions may result in the Bid being disqualified from evaluation.

- 11.2 A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements. Other possible reasons for rejection of Bids are listed in OAC 260:115-3-5 and 260:115-7-32(h)⁹.
- 11.3 Attempts to impose unacceptable conditions on the State or impose alternative terms not in the best interest of the State may result in rejection of the Bid even if initially determined to be responsive or the State may cease any negotiations regarding the Bid.
- 11.4 Whenever the terms “shall”, “must”, “will”, or “is required” are used, the specification being referred to is a mandatory specification. Failure to meet any mandatory specification may cause rejection of a Bid.
- 11.5 Whenever the terms “can”, “may”, or “should” are used, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

12 Bid Public Opening

There will be no physical Bid openings. A public Bid opening, **which will disclose the name of each Bidder and no further information**, will be conducted on a per request basis via Zoom provided the Contracting Officer receives a written request no later than forty-eight (48) hours prior to the Bid Response Due Date and Time. Zoom information will be provided to anyone requesting a public Bid Opening.

13 Evaluation

- 13.1 A responsive Bid will proceed to the evaluation process. Unless the Solicitation specifies that “best value” criteria will be used to determine award, Bids shall be evaluated on “lowest and best” criteria.
- 13.2 Pursuant to OAC 260:115-7-32, Bidder past performance as a Supplier may be considered when evaluating a Bid.
- 13.3 Pursuant to 74 O.S. §85.44E, a Bid submitted by a service-disabled veteran business that does business in Oklahoma or maintains an Oklahoma office or place of business will be given a three-percentage point bonus preference in scoring the Bid.
- 13.4 The State reserves the right to require demonstrations, clarifications and additional documentation from any or all responding Bidders. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder’s team and to respond to questions regarding the Bid prior to award.

14 Competitive Negotiations of Offers

- 14.1 The State reserves the right to negotiate with none or one or more Bidders responding to the Solicitation and may negotiate any or all content of the Bid to obtain the best value for the State.

⁸ OAC 260:115-3-11

⁹ OAC 260:115-3-5 and 260:115-7-32 is located at:

http://www.oar.state.ok.us/oar/codedoc02.nsf/frnMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcqbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

Negotiations may be conducted in person, in writing or by electronic means and shall only be conducted with potentially acceptable Bids.

- 14.2 Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State's risks. The State shall consider all issues arising from the Bid to be negotiable and will not be artificially constrained by Bidder internal corporate policies. Firms that contend a lack of flexibility because of corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered.
- 14.3 In the event of prolonged contract negotiations due to the number and/or significance of exceptions taken, lack of Bidder responsiveness or other failure to close contract negotiations, the State may, in its discretion, offer a successful Bidder a shorter contract term.
- 14.4 Terms, conditions, prices, methodology, or other features of the Bid 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 Bid.
- 14.5 Requirements and any terms marked as non-negotiable after the section title shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements or terms is in the best interest of the State.
- 14.6 The State may request a BAFO and shall determine the scope and subject of any BAFO request. However, the Bidder should not expect an opportunity to otherwise strengthen its Bid and should submit its best Bid based on requirements herein. Any information offered outside the scope of the BAFO request will be disregarded.

15 Award of Contract

- 15.1 The State 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 to be in the best interest of the State.
- 15.2 In order to receive an award or payments from the State, a Bidder must be registered **as both a Bidder and as a Supplier** and must maintain the registration prior to any Contract renewal term. The registration process may be completed electronically at the following link: <https://omes.ok.gov/services/purchasing/vendor-registration>.
- 15.3 Pursuant to Oklahoma Attorney General Opinion No. 06-23, any Bidder that has assisted in preparing the Solicitation or developing the procurement terms, either directly or indirectly, is precluded from being awarded the Contract or from securing a sub-contractor that has provided such services.
- 15.4 Prior to award, the State may choose to request information from the Bidder to demonstrate its financial status and performance. If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company may also be required.

The State reserves the right, in its sole discretion, to determine a Bidder's financial status and to withhold award to a Bidder who is not deemed financially responsible.

- 15.5** A notice of award may be in the form of a purchase order or other payment mechanism or in the form of a mutually executed contract.

**BID PACKET SECTION FOUR: REQUESTED EXCEPTIONS TO TERMS
SOLICITATION NO. 090000440RW**

Term & Section	Language
General Terms, Pricing (Section 5.2, pg. 7) EXAMPLE	Section 5.2 is deleted in its entirety and replaced with the following: Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price. Travel expenses include, but are not limited to, lodging, transportation and meal expenses.
Information Technology Terms, Appendix 1, Data Security (Section B.2, pg. 12) EXAMPLE	Section B.2 shall be modified to add the following: Customer is responsible for Personal Data encryption when solely in the Customer's possession.
Information Technology Terms, Source Code Escrow (Section 9, pg. 5) EXAMPLE	Section 9 is deleted in its entirety.

ATTACHMENT A
SOLICITATION NO. 0900000440

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Purpose

The Contract SW0092 is awarded as a statewide contract Supplier for two categories of Hazardous Waste Services. Category 1 includes the Routine disposal service, which includes waste pickup scheduling and on an as needed basis of hazardous waste generated and/or managed by requesting entities or their laboratories, including removal, transportation, treatment, storage and disposal of such waste.

Category 2 includes services providing a response to situations involving the release or threatened release of hazardous substances and/or pollutants as defined in the Code of Federal Regulations. There are two categories of response: Emergency and Rush. The requesting entity will determine whether an urgent situation exists and will also determine if the circumstances warrant an emergency or rush response. This category is intended to provide requesting entities a means to cope with environmental emergencies as specified in any Task Order issued under this Contract and in the implementation of actions necessary to mitigate or eliminate the health and environmental dangers posed by the situation. Requesting entities may only avail themselves of this category for non-emergency/non-rush situations to respond to environmental conditions if they determine that it is in the public's interest to do so.

Supplier agrees that all work authorized under this Contract shall be performed in conformance with all applicable Federal, State, and local laws, regulations, and rules.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

2. Definitions

The parties agree to the following definitions:

- 2.1 Applicable Regulations – all federal, state, and local laws, regulations, rules and standards which apply to this Contract.
- 2.2 CERCLA - The Comprehensive Environmental Response, Compensation, and Liability Act
- 2.3 CFR – Code of Federal Regulations
- 2.4 Designated Agency Coordinator/Contact - A requesting entity's authorized employee who is responsible for managing the project at the site or from an off-site location.
- 2.5 Drum Inventory Sheet – Documentation prepared at a time of packaging to each waste drum. A drum inventory sheet contains at a minimum the following information; drum number, chemical name, hazard class, waste profile sheet number, and generator's name. There is no specific drum inventory sheet form used under this Contract.
- 2.6 Emergency – A situation created by a release or spill or threatened release or spill of hazardous substances or pollutants that poses a threat to the safety of human health and/or the environment. Situation requires immediate response. The requesting entity determines severity of threat. An

- emergency request **requires suppliers to respond in less than 24 hours after such a request.**
- 2.7 Energy Recovery – Burning materials classified as hazardous waste or used oil for their heat or energy value. To qualify as energy recovery, the original waste materials must be burned in boilers or industrial furnaces with applicable permits issued through RCRA.
 - 2.8 EPA - U.S. Environmental Protection Agency
 - 2.9 Final RTSDF – an RTSDF that receives a waste material(s) or waste constituent(s) under the provisions of this Contract using the waste management methods as described in the Contract and which provides a CD (Certification of Disposal Documentation) as described in this solicitation, with the exception of Final Storage facility that would not provide a CD. For the purpose of this Contract, Final Storage only applies in the case of dioxin bearing/forming waste for which no current destruction capacity exists in the United States and which is stored in the United States.
 - 2.10 Fuel Blending – Waste that is blended with other waste or non-waste materials to produce a waste fuel that will meet specifications for a particular burner.
 - 2.11 Generator – The State owned or operated facility that produced the hazardous waste.
 - 2.12 Hazard assessment - Evaluating the effects of a stressor or determining a margin of safety for an organism by comparing the concentration that causes effects with an estimate of exposure to the organism.
 - 2.13 Hazardous Materials – term relative to US Department of Transportation laws and regulations. -, any “particular quantity or form” of a material that “may pose an unreasonable risk to health and safety or property.”
 - 2.14 Hazardous Substance – 1. Any material that poses a threat to human health and/or the environment. Typical hazardous substances are toxic, corrosive, ignitable, explosive, or chemically reactive. 2. Any substances designated by EPA to be reported if a designated quantity of the substance is spilled in the waters of the United States or is otherwise released into the environment.
 - 2.15 Hazardous Waste – When hazardous substance is thrown away, it becomes hazardous waste. Hazardous waste is by-products of society that can pose a substantial or potential hazard to human health or the environment when improperly managed. Possesses at least one of four characteristics or appears on special EPA list defined as in subparts C or D or appendix VIII of 40 CFR 261 and 49 CFR 171.
 - 2.16 Identification Code or Number: - The unique code assigned to each generator, transporter, and treatment, storage, or disposal facility by regulating agencies to facilitate identification and tracking of chemicals or hazardous waste.
 - 2.17 Incineration – An enclosed device using controlled flame combustion that neither meets the criteria for classification as a boiler nor is listed as an industrial furnace.
 - 2.18 Labpack – A container consisting of one or more smaller containers of waste packed in accordance with DOT regulatory requirements.
 - 2.19 Landfill – A disposal facility where waste is placed in or on land.
 - 2.20 Long Term Storage – Storage for more than one year
 - 2.21 Manifest – A form used by transporter hauling waste that lists EPA identification numbers, type and quantity of waste, the generator it originated from, the transporter that shipped it, and the storage or disposal facility to which it is being shipped. It includes copies for all participants in the shipping process.
 - 2.22 Mobilization Cost – Cost to mobilize a vehicle, personnel, and supplies to the waste generation location in order to perform hazardous waste management services.

- 2.23 OSHA – Occupational Safety and Health Administration
- 2.24 Permit – An authorization, license, or equivalent control document issued by EPA or an approved state agency to implement the requirements of an environmental regulations.
- 2.25 Pollutant – Generally, any substances introduced into the environment that adversely affects the usefulness of a resource or the health of humans, animals, or ecosystems.
- 2.26 RCRA - Resource Conservation and Recovery Act
- 2.27 Reclamation – The process to recover as usable product(s) or to regenerate the material(s) as defined by 40 CFR.
- 2.28 Recycling –this Contract processing waste in order to recover a useable product, regenerate the material or use the waste as an effective substitute for a commercial product. Recycling does not include materials that are used in a manner that constitutes disposal, used to produce products that are applied to or placed on the land, or accumulated speculatively.
- 2.29 Retort – Roasting in a thermal processing unit capable of volatilizing mercury and subsequently condensing the volatilized mercury for recovery.
- 2.30 RTSDF – Recycling, Treatment, Storage, and/or Disposal Facility, a facility, including all contiguous land, and structures, other appurtenances, and improvements on the land, which is used for recycling, reusing, reclaiming, transferring, treating, storing and other waste management methods as described in this solicitation for the handling and disposing of dangerous waste, and a facility that is subject to regulation and/or permitting under federal and state and local hazardous waste regulations as described in this solicitation.
- 2.31 Rush - A situation created by a release or spill or the threat of release or spill of hazardous substances or pollutants that poses a threat to human health and/or the environment. The situation is urgent but there is time to launch a planned response. Requesting entity determines severity of threat. **Rush requires the supplier to respond in more than 24 hours but less than 72 hours after a request from the requesting entity.**
- 2.32 Response Action - Actions taken to mitigate a release or threatened release of a hazardous substance or pollutant.
- 2.33 Short Term Storage – Storage of waste for one year or less.
- 2.34 Storage – Waste storage in a permitted RTSDF facility as defined by 40 CFR.
- 2.35 Stressor – Physical, chemical or biological entity that can induce adverse effects on ecosystems or human health.
- 2.36 Subcontractor – A subcontractor is a person or entity who has a direct contract with the Supplier to perform a portion of the work at the site. All subcontractors utilized on a project site must be listed in the Supplier’s work plan.
- 2.37 Task Order – A written document signed by the requesting entity that is issued for the purpose of placing orders against the contract.
- 2.38 Transporter – Hauling firm that is called “Supplier” under this Contract that picks up properly packaged and labeled hazardous waste from generators and transports it to designated facilities for treatment, storage, or disposal. Transporters are subject to applicable federal, state and local regulations and rules.

- 2.39 Treatment – Any method, technique, or process, including neutralization, designed to change the physical, chemical, or biological character or composition of any waste so as to neutralize such waste, or so as to recovery energy or material resources from the waste, or so as to render such waste non- hazardous or less hazardous; safer to transport, store or dispose of or amenable for recovery, amenable for storage, or reduced in volume.
- 2.40 TSD – Treatment, Storage, and Disposal facility **with appropriate state or federal permit.**
- 2.41 Unknowns – A waste that the chemical nomenclature, composition, structure or hazardous qualities are unknown to the waste generation location.
- 2.42 Waste Characterization – Identification of chemical and microbiological constituents of a waste material.
- 2.43 Waste Data Sheet – Documentation that gives information, at a minimum, on site locations, volumes, waste type, waste source, physical characteristics and chemical properties, radioactivity concentrations for a particular waste stream. There is no specific waste data sheet form used under this Contract.
- 2.44 Waste Generation Location – The Customer owned or operated facilities and locations generating hazardous waste that will be managed under this Contract.
- 2.45 Waste Management Facility – Supplier owned or partnered or contracted facility used to treat, store, dispose, reclaim, recycle, transfer, incinerate or otherwise management waste under this Contract. Includes facilities used to management waste generated during the Supplier’s treatment, reclamation, recycling or disposal of waste.
- 2.46 Waste Profile - A written description of chemical ingredients in the waste and the dangerous waste numbers assigned to it.
- 2.47 Work – Projects/task orders issued under this Contract
- 2.48 Work Plan – A written document describing anticipated response actions before beginning work. The work plan shall define the types and quantities of response personnel, key personnel, equipment, materials, subcontractors and any other pertinent items to be used to resolve the incident. The Supplier’s work plan shall state the estimated time of completion and cost based on the cost schedule. The work plan may be re-examined and updated as new information is obtained.

3. SCOPE OF WORK

3.1 ORGANIZATION AND PERSONNEL REQUIREMENTS

3.1.1 Organization

3.1.1.1 At a minimum, the Supplier and any subcontractor:

- a. Is not currently receiving or has outstanding federal or state corporate criminal conviction;
- b. Is not currently rendered ineligible from doing business or receiving monetary benefits with a government agency because of debarment or suspension by EPA and/or the State of Oklahoma;
- c. Is not currently determined by EPA to be unacceptable to receive cleanup waste (ref. 40 CFR 300.440);
- d. Must have a minimum of three (3) years experience in similar nature and scope of work required in this solicitation;

e. Have, will have, or plan to have a field office in Oklahoma after award is announced.

3.1.1.2 All RTSDFs and transporters used under this Contract shall not be accepted to work under this Contract if one of the following conditions is met. The Supplier is responsible for establishing procedure for the review and evaluation of the RTSDFs and transporters working under this Contract.

a. The RTSDF is currently closed.

b. The RTSDF is identified as a significant noncomplier (exhibiting RCRA Class I violations or fines for groundwater monitoring, closure, post-closure, or financial responsibility), and has not entered into a compliance schedule or similar action.

c. The RTSDF has been cited via an administrative order or judicial action, and the RTSDF has not entered into a compliance schedule or similar action within 180 days from the time the order or judicial action was issued.

d. The RTSDF has exhibited a history of noncompliance (including, but not limited to RCRA class I and II violations, OSHA violations, state and local violations, and DOT violations) and exhibited a lack of good faith in correcting the violations. A "good faith" effort would be exhibited through promptly signing a consent agreement with the regulatory authorities, and performing in compliance with the agreement for at least six months. Repeated violations or fines may be considered as a lack of "good faith".

e. The RTSDF has been identified as having groundwater contamination or is not acceptable under the State's groundwater anti-degradation policy.

f. The transporter does not have the appropriate federal / state / local permits to transport hazardous waste.

g. The transporter has been cited via administrative order or judicial action and has not entered into a compliance schedule or similar action within 180 days from the time the order or judicial action was issued.

h. The transporter has exhibited a history of noncompliance (including, but not limited to RCRA, DOT, OSHA, state and local regulations governing hazardous materials hauling and motor carrier safety) with a lack of good faith in correcting the violations. A "good faith" effort would be exhibited through promptly signing a consent agreement with the regulatory authorities, and performing in compliance with the agreement for at least three months. Repeated violations or fines may be considered as a lack of "good faith".

i. The RTSDF or transporter's license or permit is expired and not renewed.

3.1.1.3 All TSDs used under this Contract shall have a current permit and shall not be from under any state and/or federal permit action that prohibits them accepting waste.

- 3.1.1.4 All transporters used under this Contract shall have the appropriate federal / state / local licenses to transport hazardous materials and are not subject to any federal/state/ and/or local order that prohibits the transport of hazardous materials.

3.1.2 Personnel Qualifications

- 3.1.2.1 The Supplier shall provide competent and adequately trained personnel to sample, analyze, package, label, transport and manage waste. Key personnel must have “servicing the contract” as a top priority. Key personnel are considered as supervisory or management level. Personnel shall be of adequate number, have adequate training, and understand chemical hazards and commonly-used nomenclature to meet the requirements of all applicable regulations. If the Supplier uses personnel of subcontractor personnel, the subcontractor’s personnel shall be provided in adequate number and have sufficient training to meet all applicable regulations. Waste management projects of extended duration or of large size shall be managed by personnel who will remain with the project until its completion.

- 3.1.2.2 Supplier shall provide a high level of customer service that includes responding promptly to the requesting entity and waste generation location phone and electronic mail messages. The Supplier will return phone calls promptly (See response time for each type of services). If there are any unresolved issues or questions, the Supplier shall regularly update the requesting entity on progress made in resolving questions or problems.

- 3.1.2.3 All on-site personnel must currently have 40-hour OSHA (HAZWOPER) training and currently have 8 hour OSHA refresher training.

- 3.1.2.4 Must pass background check by federal or state enforcement agency upon request by the State.

3.1.3 Permits and Licenses

- 3.1.3.1 Suppliers and any subcontractors shall be licensed and permitted to handle, analyze, transport, store and dispose of hazardous waste as described herein. Suppliers and subcontractors shall, without additional expense to the State, obtain and maintain current any licenses and permits necessary for compliance with federal, state and local laws, regulations, rules and standards. The Supplier and subcontractors shall maintain permits and licenses and be in compliance with all licensing requirements through the term of the contract. These shall include, but not be limited to, the following:

- a. Resource Conservation and Recovery Act (RCRA) interim status or final status permits for TSD;

- b. U.S. Environmental Protection Agency (EPA) identification number;
- c. Oklahoma Highway Remediation and Cleanup Service License;
- d. Oklahoma Asbestos Inspector license;
- e. Radioactive Materials License (either issued by Oklahoma DEQ or with reciprocity recognition from Oklahoma DEQ); and licenses and permits necessary for transportation of hazardous waste in Oklahoma and any other states through which waste will be transported, to include, but not limited to, the following:
 - i. Intrastate for hire and private motor carrier licenses from the Oklahoma Corporation Commission;
 - ii. Intrastate United States Department of Transportation (USDOT) number with an Oklahoma designation from the Oklahoma Corporation Commission;
 - iii. Interstate USDOT number from the U.S. Department of Transportation;
 - iv. Regulated Interstate Single State Registration certification from the Oklahoma Corporation Commission or from one of other participating states;
 - v. Unregulated Interstate Registration Certificate (IRC) from the Oklahoma Corporation Commission or from one of other participating states;
 - v.i Deleterious Substance Transport Permit (DSTP) from the Oklahoma Corporation Commission;
 - vii. Hazardous Waste Carriers Registrations and Permits from the Oklahoma Corporation Commission or from one of other participating states;
 - v.iii Underground Storage Tank (UST) Remover License; and UST Remediation Consultant License

3.1.4 Compliance with Rules and Regulations

The Work operated under this Contract is to be in compliance with all applicable federal and state laws, including but not limited to RCRA (Resource Conservation and Recovery Act), Comprehensive Environmental Response, Compensation, and Liability Act

(CERCLA), Federal Insecticide and Rodenticide Act, and the Toxic Substances Control Act, and all related amendments and other applicable rules and regulations as said herein. Suppliers and any subcontractors agree to comply with all applicable Federal, State and local laws, regulations, rules and standards as well as the conditions of any permits, as may be amended and that may be promulgated.

Suppliers and any subcontractors agree to indemnify and hold harmless the State from all damages assessed against the using entities as a result of the Supplier's failure to comply with federal, state and local laws, permit conditions, rules, standards and regulations.

For any waste exported, Supplier and any subcontractors agree to comply with all applicable government hazardous waste disposal laws, regulations, rules and standards as well as conditions of any permits, as may be amended and that may be promulgated, and agree to indemnify and hold harmless the State from all damages assessed against using entities as a result of the Supplier's failure to comply with all governmental laws, regulations, rules, standards, and permit conditions of the receiving country.

3.2 SERVICE REQUIREMENTS

3.2.1 General Requirements

3.2.1.1 Sources and Types of Waste

This contract includes all hazardous waste types as defined in the Code of Federal Regulations 40 CFR 261 as follows: Listed Wastes, Characteristic Wastes, Universal Wastes, Mixed Wastes, which contains both radioactive and hazardous waste components, and lab pack materials.

Hazardous waste is generated from the operation of machinery, structural maintenance, construction, laboratories, research activities, vehicles, manufacturing and other institutional, commercial or industrial activities. This contract excludes medical waste generated from healthcare facilities and pesticide waste under Unwanted Pesticide Program managed by the Oklahoma Department of Agriculture.

Examples of wastes: organic solids and semi-solids, organic solvents and oils, paint-related wastes, organic and inorganic acids and bases, aqueous wastes with or without toxic metals, reactive wastes including sodium, lithium, and phosphorus metals, chemically contaminated items, mercury and mercury contaminated items, mercury salts and solutions, petroleum contaminated media, naturally occurring radioactive material (NORM), polychlorinated biphenyls (PCBs) and PCB remediation waste, solvents contaminated with PCB aerosols and liquids, sludge, contaminated Freon, dioxin (TCDD) and dioxin containing wastes, pesticides, pesticide contaminated soil, compressed gas cylinders, pressurized canisters, batteries (except automobile batteries), lamps, light fixture ballasts, liquid wastes, laboratory chemicals, remediation and investigation wastes, used or waste oil, radioactive materials, petrochemical bi-products, mixed wastes, clandestine lab

chemicals, containers of unknown waste that have been dumped or abandoned, industrial chemical waste, and other materials that have been contaminated by previous substances.

3.2.2.1 Type of Services

Category 1: Routine

Supplier shall provide the Routine Hazardous Waste Disposal Service; scheduling or as needed basis for removal and disposal of hazardous substances and/or pollutants including: hazardous waste as defined in 40 of the Code of Federal Regulations 261, radioactive, multi-hazardous waste that is a combination of waste that demonstrates more than one characteristic or listed hazard or both characteristic and listed hazards under 40 of the Code of Federal Regulations 261.

Supplier shall have the capability to efficiently, effectively and safely identify, characterize the extent of, remove, transport and properly dispose of hazardous substances and/or pollutants in various quantities of varying degrees of hazard and under varying conditions.

Category 2: Emergency

Supplier shall provide emergency and rush response action services, including identification, characterization, removal and disposal of hazardous substances and/or pollutants.

Supplier shall have the capability to efficiently, effectively and safely identify, characterize the extent, remove, transport and properly dispose of hazardous substances and/or pollutants in various quantities of varying degrees of hazard and under varying conditions.

A. Category 1: Routine - Service expectations

Time for routine hazardous disposal service is not a critical factor. The Supplier's required response time may range from a few business days to a few business weeks as stipulated by the requesting entity and Supplier. Supplier shall adhere to the following for service requests:

1. Receive the task order under this Contract by face to face, telephone, fax, or email and confirm them in writing within two (2) business days;
2. May visit the project site in order to obtain a comprehensive understanding of the hazardous waste situation and to develop a written work plan and the total project price. The Supplier shall include in the work plan a description of how, when, by whom, with what, and to what degree the Supplier proposes to satisfy the requirements set forth in each project, as well as the Supplier's safety plan for the project;
3. The work plan and total project price shall be submitted to the requesting entity and is subject to review and approval of the requesting entity. Once the work plan and total project price is approved, the requesting entity will issue a purchase order based on all work and cost outlined in the work plan.

4. The Supplier shall maintain a complete daily record of all labor, equipment, materials, and subcontracted services and expenses, if any, incurred in the performance of the project.
5. The Supplier shall package and secure waste in a safe manner. Remove all waste from the site upon completion of Supplier's performed preparation for shipment and departure, unless previous written approval is obtained from the requesting entity.
6. Transport approved requesting entity's packed material.
7. Upon project completion, the Supplier shall submit an affidavit that all hazardous waste removed from the site have been properly and legally transported and destroyed or disposed.
8. The total project price submitted by the Supplier shall be guaranteed not-to-exceed cost when the following circumstances are met. No other circumstances will result in revising the not-to- exceed cost.
9. The waste sample analysis has been completed;
10. The waste material has been characterized (profiled) and the waste material conforms to the description on the waste data sheet and individually listed by name on the drum inventory sheet;
11. Packaging list of requesting entity's packed waste materials has been reviewed and approved by the Supplier. Rejected lists shall be annotated with reason for rejection and required change(s) to assist the requesting entity in preparing acceptable changes.
12. In the event that a revision to the original purchase order is necessary due to unforeseen conditions, written documentation detailing the reasons for such revision and cost adjustment must be submitted to the requesting entity for review and approval. In no case will additional work beyond the original purchase order be performed without prior approval from the requesting entity.

B. Category 2: Emergency – Service Expectations

Supplier shall adhere to the following time response limits for service requests:

“Emergency” response:

1. The Supplier shall verbally respond to requesting entity within thirty (30) minutes of verbal or written task order from the requesting entity.
2. Within one (1) hour of verbal or written task order for service from requesting entity, the Supplier's emergency response equipment and personnel shall be in route to the incident scene.
3. The response equipment and personnel shall be capable of reaching the site within one hour for every fifty (50) miles from point of origin to the location of the emergency.

4. After initial survey of the site (if needed) with prior approval by the requesting entity, the Supplier then shall issue a work plan and submit to the requesting entity. The Supplier shall not begin response work until the requesting entity has verbally approved the on-site work plan. Task Orders may be issued verbally but will be formalized in writing within a reasonable amount of time of no more than 48 hours after verbal order.
5. The Supplier may utilize the services of subcontractors, if needed to expedite the response.
6. If the situation allows, the Supplier shall discuss with the requesting entity, prior to implementation of the emergency services, the safety measures to be utilized in the performance of the emergency services
7. The Supplier shall document the safety measures actually performed and submit such documentation to the requesting entity upon project completion. The Supplier shall maintain a complete daily log of all labor, equipment, materials and subcontracted services and expenses, if any, incurred in the performance of the emergency services
8. The Supplier shall submit a copy of daily log sheets to the requesting entity by no later than noon of the following workday, unless otherwise specified by requesting entity.
9. The Supplier shall agree and understand that the requesting entity shall determine when the emergency hazardous waste project is complete.
10. Upon project completion, the Supplier shall submit an affidavit that all hazardous waste removed from the site have been properly and legally transported and destroyed or disposed.

“Rush” response:

1. The Supplier shall verbally respond to requesting entity within 24 hours of verbal task order from the requesting entity.
2. Within 72 hours of verbal task order for service from requesting entity, the Supplier’s rush response equipment and personnel shall be en route to the incident scene.
3. After initial survey of the site (if needed) with prior approval by requesting entity, the Supplier then shall issue a work plan and submit to the requesting entity. The Supplier(s) shall not begin response work until the requesting entity has verbally approved the on-site work plan. Task Orders may be issued verbally and will be formalized in writing within 96 hours after verbal order.
4. The Supplier may utilize the services of subcontractors, if needed to expedite the response.

5. If the situation allows, the Supplier shall discuss with the requesting entity, prior to implementation of the emergency services, the safety measures to be utilized in the performance of the emergency services
6. The Supplier shall document the safety measures actually performed and submit such documentation to the requesting entity upon project completion. The Supplier shall maintain a complete daily log of all labor, equipment, materials and subcontracted services and expenses, if any, incurred in the performance of the emergency services
7. The Supplier shall submit a copy of daily log sheets to the requesting entity by no later than noon of the following workday, unless otherwise specified by requesting entity.
8. The Supplier shall agree and understand that the requesting entity shall determine when the emergency hazardous waste project is complete.
9. Upon project completion, the Supplier shall submit an affidavit that all hazardous waste removed from the site have been properly and legally transported and destroyed or disposed.

C. Category 2 - Emergency and Rush Response - Specific Requirements

The Supplier shall provide emergency and rush response services on a 24-hour, 7-days a week basis, as requested.

Supplier shall provide a 24 hour toll-free number for requesting emergency and rush response.

The Supplier shall provide all necessary personnel and equipment to respond to, and provide cleanup, transportation and disposal of the following services, to include but are not limited to:

1. Over packing of leaking containers
2. Cleanup of Chemical and oil spills
3. Packaging reactive chemicals
4. Transporting waste
5. Arranging for and obtaining final disposal

The requesting entity shall not be unreasonable in allowing cost revisions in the event of unforeseen circumstances occurring at a site. In the event that a revision to the original work plan is necessary, supplier will submit written documentation detailing the task and schedule revision, the reasons for such revision and cost adjustment must be submitted to the requesting entity for review and approval prior to implementing the change. In no case will additional work beyond the original work plan be performed without prior approval from the requesting entity. In urgent circumstances, the requesting agency may verbally approve changes in scope and/or cost, which will be documented in writing within 72 hours.

D. Category 1 – Routine - Specific Requirements

As requested by requesting entity, waste pickup scheduling or an as requested basis: Suppliers shall pick up waste during normal working hours (Monday through Friday, between 8:00 AM and 5:00 PM) unless prior arrangements are made and approved by the requesting entity. When the requesting entity requests waste management services be provided outside normal working hours, overtime or double time rates will prevail; however, if Supplier requests waste management services be provided outside normal working hours, standard rate of pay will prevail. All waste pickups shall occur at a time mutually agreed to by the Supplier and the requesting entity. If delays are created by the Supplier, the Supplier will be responsible for all costs associated with the additional handling of the waste to assure that the waste is removed from the waste generation location within the regulatory limits. If delays are created by the requesting entity, the requesting entity will be responsible for all costs associated with the additional handling of the waste to assure that the waste is removed from their waste generation location within the regulatory limits. The Supplier shall notify the requesting entity of any change of the waste pick up time at least 24 hours prior to the scheduled pick up time. The successful supplier shall notify the requesting entity of any change of the waste pick up date at least 2 working days prior to the scheduled pick up date.

Standard time (ST) will consist of a standard normal working hours, 40 hour week. Work performed on a mobilization in excess of 40 hours/week/site is Overtime (OT) and is chargeable at Time-and-one-half (1.5 X ST rate). Work performed on State Legal Holidays is chargeable at Double time (DT) (2.0 X ST rate). All time charged for ST must be related to work at actions under this Contract. Hours counting toward OT must be accumulated at a specific site. OT and DT must be approved in writing in advance by the requesting entity. Unapproved OT and DT will be reimbursed at ST rates.

Supplier shall arrive at the waste generation location with all equipment, supplies, and other materials necessary to appropriately manage all waste.

When waste analysis is performed by the requesting entity, requesting entity warrants that the waste packaged, loaded and removed under this Contract shall be the waste that has been characterized (profiled) in the Waste Data Sheet and individually listed by name on the Drum Inventory Sheet. Requesting entity understands and agrees that Supplier has the absolute right to reject and refuse to handle any shipment of waste in the event that Supplier determines based on its sample analysis that the waste material does not conform to the description on the Waste Data Sheet supplied by the requesting entity.

If the shipment is rejected or refused for misrepresentation by the requesting entity, then the requesting entity shall be obligated to pay entire cost of transportation of waste to and from the requesting entity's site.

The Supplier shall provide a written, assessment of the cost and a work plan for each project based upon the not to exceed prices stated in this Contract. Not-to-exceed prices are firm, fixed unit prices that will be established under this Contract for acquiring supplies and services which are mutually agreed upon by Supplier and the State.

Supplier shall be required to complete all work outlined by the work plan in accordance with the not-to-exceed cost.

3.2.2 Land Disposal Restrictions and Treatment Standards

Supplier shall be capable of managing hazardous waste subject to Land Disposal Restriction. Suppliers shall comply with all aspects of the EPA land disposal restrictions and treatment standards as promulgated from 40 CFR §268. Upon request, Suppliers shall assist using entities in preparing notifications-certifications and related paperwork to fulfill land disposal restrictions and treatment standards.

3.2.3 Reporting Requirements

Daily Log Reports. For each work day, for each project, the Supplier must maintain a log of activities indicating, at a minimum (if applicable on that day), the following:

- A detailed description of all work performed;

- Units and costs for personnel, equipment, materials, and other resources used and/or expended;

- Laboratory reports ordered and/or received;

- Log sheet indicating the name of person, the specific level of protection, and the amount of time spent in a particular level of protection for all personnel in levels of protection;

- Vehicle mileage log indicating date, the point of origin to the destination, start time to stop time, begin odometer to end odometer. Driver daily log can be used.

- Site sign-in and sign-out sheet, indicating name and affiliation of each person to enter the site, as well as the time such person entered and left the site;

- Volume of material, hazardous or non-hazardous, removed from the site, its destination(s), and the method(s) and estimated cost(s) of transportation, storage, treatment, and/or disposal;

- Description of any unusual circumstances at the site, including any complaints received regarding the response action.

Weekly Reports. When requested by requesting entity, the Supplier will submit written weekly reports to the requesting entity that summarize any on-site activity.

Monthly Reports.

When requested by requesting entity, the Supplier will submit written monthly progress reports to the requesting entity by the 10th day of each calendar month. Each monthly progress report contents shall be determined by the requesting entity, which may include the following:

- Administrative issues section such as a statement of total cost incurred for all work in the current reporting period or under the contract to date;

- Site-specific response action summary section such as a summary of work completed this period or a description of work yet to be done.

3.2.4 Spill Responsibilities

Supplier is solely responsible for any and all spills, leaks or releases, which occur as a result of, or are contributed to by, the actions of its agents, employees, or subcontractors. In the event of a spill, leak, or release, the Supplier agrees to take the following actions:

Evacuate and warn those persons that may be affected by the spill.

Immediately contact requesting entity's representative

Clean up the spill in a manner that complies with federal, state and local laws, regulations, rules and standards.

For spills, that occur other than on a requesting entity's owned or leased property; provide all notifications and reports as specified by federal, state and local laws, regulations, rules, standards and permits.

3.2.5 Designated Agency Coordinator by Requesting Entity

The Supplier shall agree and understand that each project shall be overseen by a Designated Agency Contact if deemed appropriate by the requesting entity (hereinafter referred to as the DAC) who shall be furnished by the requesting entity. The Supplier shall coordinate and report directly to the DAC. The Supplier shall agree and understand that the requesting entity shall have full authority for, but not limited to the following:

Determination of completion of each project

Determination of emergency, rush, or non-emergency/non-rush status of the project

Review of daily cost figures as reported in the Supplier's daily record; Oversight and approval or disapproval of cleanup procedure;

Oversight and approval or disapproval of the use of certain equipment, personnel, materials, and/or related services and procedures;

Hours of work and/or days of work; Establishment of proper safety protocol;

Stopping work for safety, environmentally unsafe activities or procedures or due to violation of safety regulations by the Supplier or the Supplier's personnel or subcontractors;

Approval or disapproval of decontamination procedures;

Approval or disapproval of disposal sites and treatment technologies

3.2.6 Health and Safety Plan

Supplier must have, maintain, and enforce an established health and safety training program for all personnel who provide services in accordance with the terms of this Contract. The Supplier's safety training program and work environment must, at a minimum, satisfy the safety guidelines and regulations set forth by the Occupational Safety and Health Administration (OSHA). Supplier will conduct all work under this Contract in a manner that mitigates the situation while ensuring the safety of the public.

3.2.7 Waste Sampling and Analysis/Testing Service

Supplier shall provide sampling, physical and chemical analysis/testing of waste samples, when requested by requesting entity.

Supplier shall use an Oklahoma Department of Environmental Quality or EPA certified laboratory or other approved laboratory that is accredited through acceptable accreditation programs such as a National Voluntary Laboratory Accreditation Program (NVLAP) that shall strictly adhere to the prescribed methods including provisions for sample preparation, prescribed equipment, detection limits and QA/QC procedures.

Sample shall be handled, stored and analyzed in accordance with good laboratory practices in accordance with EPA required standards and methods.

Standard written analysis result shall be submitted to the requesting entity within 5 business days of sample receipt.

Rush analysis, when analysis methods permit, shall be completed at greater than 24 hours but no later than 72 hours of sample receipt.

Emergency analysis, when analysis methods permit, shall be completed within 24 hours of sample receipt.

Typical analysis/testing requested:

- Volatile and/or Semivolatile organics

- Total Petroleum Hydrocarbons (TPH)

- RCRA 8 and/or individual metals

- TCLP Screen and/or extraction

- EPA Characteristics analysis

- PCBs (Wipes, soil, water, oil)

- In-Field hazard characterization, sampling, and testing of small volumes of unknowns

The requesting entity may provide the Supplier with laboratory data. The Supplier shall review the data and notify the requesting entity of any waste that may require special handling or create problems or delays in waste management services. Should the Supplier see waste that can be managed in some more efficient or non-hazardous way that information shall be immediately communicated to the requesting entity.

The Supplier shall characterize the waste per EPA, DOT and requesting entity specifications and perform other requested analysis. Waste characterization shall, at a minimum, allow the Supplier to safely transport and manage waste in accordance with all applicable regulations.

Supplier shall have the capability to sample unknowns for characterization and analysis. Sampling by the Supplier at response sites will require the Supplier provide all equipment and materials necessary for sampling. On-site characterization shall be done safely and in accordance with all applicable regulations. Standard ASTM and EPA sampling methods shall be used. Supplier shall

be able to characterize and analyze waste samples collected by the designated requesting entity's representative.

3.2.8 Packaging and Labeling Supplier shall:

Supply USDOT specification, shipping containers and packaging material suitable for the packaging and shipment of all types of hazardous waste, when requested by requesting entity. Supplier shall properly package, mark and label waste for shipment including re-containerization, over packing or lab packing waste as necessary. This includes proper packaging and labeling of shock sensitive, reactive, and gas cylinders. The requesting entity may request that waste be packaged to meet DOT standards only;

Provide unused hazardous waste containers in accordance with 49 CFR §178 Specifications for packaging and 40 CFR §265 Subpart I Use and Management of Containers, when requested by requesting entity;

Pack all waste, when requested by requesting entity;

Pack all waste in compliance with 49 CFR while minimizing cost to requesting entity;

Bear all costs associated with marking and labeling containers;

Review and approve all containers and labeling prior to shipping;

Provide and affix the appropriate placards to its vehicle prior to leaving requesting entity's site;

Provide requesting entity with all appropriated transportation documentation, uniform hazardous waste manifests, land disposal restriction forms, drum packing slips, and labels for each container at no additional cost to the requesting entity; and

Properly mark and label any empty containers as "empty", as directed by requesting entity.

If Supplier needs to repackage waste(s) because of improper packaging by requesting entity, i.e., not packed in such a manner that all applicable federal, state and local laws, regulations, rules and standards are complied with, then Supplier shall receive requesting entity's prior approval before performing the repackaging.

All waste shall be removed from the waste generation site at the time the waste is packaged and labeled. Any exception shall be approved, in advance, by the requesting entity. If any waste is not transported, the Supplier shall notify the requesting entity with waste management options and a proposed waste shipment schedule within 7 days of the initial waste packaging.

Lab pack waste shall be packed in an efficient and cost effective manner. This may include providing to the designated requesting entity's representative:

- a database system for sorting shipments based on DOT hazard classes, technical assistance with safely combining chemicals,

- a uniform labeling system that includes Supplier and waste generation location information, and/or

- "paper packing" of shipments to save labor cost and assist the designated agency representative with waste preparation prior to pickup services.

3.2.9 Transportation Resources

Supplier shall provide the necessary transportation services to meet the transportation needs of the state for services provided under this Contract, including short-haul and long-haul trucking, rail, and over-water transportation.

Supplier shall be a registered transporter company with all required permits and licenses for any applicable federal and states that the waste will be transported to or through.

Vehicles must be operated by personnel trained in the handling and transport of hazardous waste and emergency procedures. At a minimum, they shall have a commercial license with an endorsement with hazardous material.

Pursuant to the Motor Carrier Act of 1980, hazardous materials transporters must have an endorsement (MCS-90) that demonstrates financial responsibility that includes pollution coverage for toxic-material clean-ups. The Supplier shall have and maintain this coverage through the terms of this Contract and shall be responsible to ensure that any transporter that the Supplier uses has this type of coverage.

3.2.10 Transportation Documentation

Supplier shall provide and utilize appropriate transportation documents for removal of all waste as described herein from requesting entity's premises. For requesting entity that prepares its own uniform manifest, Supplier shall provide assistance in the preparation of the manifest as requested by requesting entity.

The uniform manifest shall be reviewed and signed by an appropriate representative of the requesting entity or designated agent prior to or at a time of waste pick-up. Manifest shall be completed as prescribed by federal, state and local laws, regulations, rules and standards.

Supplier shall provide to requesting entity the original signed manifest(s), within thirty (30) calendar days of shipment.

If requested by requesting entity:

Each manifest, as well as all other required documentation or Bill(s) of Lading, shall be clearly and distinctly marked with the contract number and requesting entity's delivery order number as applicable. The contract number and delivery order number shall be noted in the upper right hand corner of each manifest.

Supplier shall provide all necessary data to enable the requesting entity to complete the Annual Reporting Information as required by the EPA; this information shall be made available within twenty (20) business days of pick-up.

When waste are manifested to a facility for temporary storage, repackaging or bulking, then the requesting entity shall provide the requesting entity documentation that lists the Final RTSDF to which each waste container's contents were sent to, copies of the shipping manifest(s), Bill(s) of Lading(s), acknowledgement of receipt by the Final RTSDF and any other pertinent paperwork.

3.2.11 Certification of Disposal Documentation (CD)

Supplier shall return to each requesting entity (designated contact person) a certificate(s) of treatment, disposal and/or destruction (CD) for all waste handled.

The CD shall be sent to the requesting entity within thirty (30) days from the date of disposal.

The CD document shall contain the following:

Requesting entity's name;

Requesting entity's shipment site or mailing address as requested by requesting entity;

Manifest number; and

Waste handling facility information:

1. Name and address of the RTSDF
2. Facility's EPA identification number
3. Waste management method
4. Date management method occurred
5. Facility official signature
 - i. If the waste is sent to another facility for use, e.g. recycled materials, energy recovery, list the facility(s) information (name and address).

3.2.12 Waste Handling and Storage Facilities

Supplier shall provide approved for use waste handling facilities as described herein RTSDF and any other facilities, including but not limited to ten (10) days transfer facilities, short and long-term storage facilities, and consolidators so that the regulatory limits for waste storage at the waste generation location would not be exceeded that will be used by the Supplier to properly handle and dispose of waste under this Contract. This includes storage of dioxin waste.

Supplier shall maintain current facility information with the Purchasing Division, Oklahoma Office of Management and Enterprise Services for each waste handling facility and the waste stream(s) that will be managed at each facility under this Contract.

Supplier shall dispose/destroy all waste within twelve (12) months from the original date of receipt, with the exceptions of dioxin bearing/forming waste that may require long-term storage and in rare cases where a waste stream may not have a current national capacity and it becomes necessary to reroute the waste, then the Supplier shall obtain the requesting entity's written approval to reroute waste to another approved facility, identifying the existence of a new national capacity market condition. Supplier shall provide the requesting entity a manifest detailing the reroute within thirty (30) days of shipment.

Recycling only facility (s) that are not required to have RCRA permits shall be required to obtain and maintain any and all state required permits in the state in which they are located, especially as it relates to liability insurance and financial assurance.

Hazardous waste that is to be recycled is subject to the requirements for generators, transporters

and RTSDF in accordance with applicable hazardous waste rules. When shipping hazardous waste to a facility for recycling, the Supplier must obtain proof that the waste was recycled.

All waste shall only be transported, accumulated, stored, recycled, destroyed or disposed of within the United States; unless no capacity exists in the United States for such an activity. Supplier shall obtain the requesting entity's written approval prior to shipping waste outside the United States for any purpose.

Any facility that receives and stores solid waste or materials that may become solid waste must be permitted as a solid waste processing facility under the Oklahoma Solid Waste Management Act.

3.2.13 Waste Handling Methods

Supplier shall provide a broad range of waste management methods including but not limited to reuse, recovery

(recycling, reclamation, energy recovery/fuel programs) and disposal. Disposal may include practices such as but not limited to: Acid/base neutralization, precipitation, activated carbon adsorption, hydrolysis, ion exchange, extraction, oxidation/reduction, separation technologies, retorting, stripping, destructive incineration, solidification/stabilization and direct landfill.

3.2.14 Waste Pickup Authorization

Prior to any shipment being made, the Supplier shall communicate to the requesting entity available waste management facility or facilities. When there is a choice of approved waste management facilities or methods for a particular waste, the waste management facility or method used will need prior approval by the requesting entity. The Supplier shall not redirect waste in transit to a different waste management facility without authorization of the requesting entity. If such changes in destination require changes to the manifest, the Supplier shall:

- Reference the change through notations on both the old and new manifest.

- Note on the old and new manifest explanations of where and when the waste shipment was transferred to a new manifest.

- Give copies of the final manifests including all notations to the affected requesting entity.

The requesting entity must authorize all removal of waste from the waste generation location. The requesting entity reserves the right to inspect shipments before waste is sent off-site.

3.2.15 Task Order Requirements

All work and services to be performed under this Contract will be initiated by a task order issued by the requesting entity representative. At a minimum, each task order issued under this Contract will include the following:

- A Brief description of the work to be performed

- The work schedule, period of performance, or required completion date

- The reporting requirements and deliverables, optional.

The Supplier shall respond back to the requesting entity representative with a written work plan with appropriate response turnaround time for each type of services (emergency or rush,).

Initial site visit may be performed with prior approval by the requesting entity. Upon arriving at the site, the Supplier shall communicate directly with the Designated Agency Contact, if present, regarding the request and conduct an initial survey. The survey shall include sufficient site specific information to enable the Supplier to prepare a work plan to accomplish the project in the most effective, efficient and safe manner possible.

The Supplier shall not begin response work until the DAC has verbally approved the work plan. The written approval shall be followed within 48 business hours after verbal approval.

Notifications to Requesting Entity

The requesting entity shall be notified in writing immediately of any of the following conditions at waste management facilities.:

- Significant releases of hazardous waste to the environment as defined by applicable regulations;

- The onset of voluntary or requesting entity-mandated environmental cleanups;

- Notice of regulatory violations, citations, or investigations;

- Change in transportation methods, packaging, facility acceptance criteria and other waste handling policies that effect waste management cost or waste generation location preparation for waste shipment.

If the following conditions occur, the requesting entity shall be notified within 24 hours:

- Discrepancies in waste shipments such as changes in waste codes, waste management methods, waste manifest entries, land ban form entries, and exception reports;

- Rejection of the waste by the waste management facility;

- Spill or incidents involving requesting entity waste that occur during transport, storage, treatment or disposal.

The requesting entity shall be notified in writing within 7 business days of any changes and anticipated changes in key personnel providing service under this Contract.

3.2.14 Invoicing Procedures

Supplier shall within thirty (30) calendar days of the conclusion of the response action, submit invoice(s) that shall include, at a minimum, the following information:

- Invoice date

- Name of Supplier

- Name and location of work as designated in Task order

- Contract/Purchase order number (generator's) and project number, if applicable

- Manifest or Bill of Lading numbers, date of shipment, weight of shipment

- Final weight ticket from receiving facility scale or other certified scale, as appropriate

Description of the services and supplies, including quantity, unit price and extended totals

Description of waste, including quantity, unit prices and extended totals

Address where payment is to be mailed

Waste Profile (Stream) number(s) as applicable

State/EPA identification number (ID#) and address where service was provided

Attached copies of manifest(s) or Bill of Lading

Documentation of fuel adjustment criteria.

4. PRICE AND COST

As referenced in subsection 8.2.I, a Bid for Category 1: Routine shall submit Attachment 6: Routine Worksheet. A Bid for Category 2: Emergency shall submit Attachment 7: Emergency Cost Worksheet.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and

provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, 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. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier 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 or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-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.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer’s

prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or

otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

- 11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
- 11.7** Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual

or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents.

Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue

or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or

alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B. Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1 Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.
- 17.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in

addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination

of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

- 23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.
- 23.2** Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.
- 23.3** Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and

regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records

Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a mandatory contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information

for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:
 - a.** Procuring entity;
 - b.** Order date;
 - c.** Purchase Order number or note that the Acquisition was paid by Purchase Card;
 - d.** City in which products or services were received or specific office or subdivision title;
 - e.** Product manufacturer or type of service;
 - f.** Manufacturer item number, if applicable;
 - g.** Product description;
 - h.** General product category, if applicable;

- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

7 Contract Type and Pricing

- 7.1 This is a firm, fixed prices with fuel price adjustment and indefinite delivery and indefinite quantity contract. The contract is mandatory to use by the State departments and agencies. The Boards, Commissions, Institutions, Counties, Cities, Higher Education, Hospitals, Sub-Political Divisions, School Districts and Municipalities may avail themselves of using the contract.
- 7.2 Pricing as submitted on the unit price schedule shall contain all direct and indirect costs associated with unit price, e.g., insurance, fees, taxes, profit, overhead, general and administrative expenses. As part of service, no small reusable and not consumed items, and standard operating items will be charged to this contract, i.e., portable radios, cellular phones, digital cameras, ladders, duct tape, warning signs, warning cones, warning barrels, bailing wire, glue, paper towels, pens, pencils.
- 7.3 The State reserves the right to purchase any items under this contract from other statewide contracts issued by the Department of Central Services, Central Purchasing Division when determined in the best interest to the State.

- 7.4. Price reduction adjustment may be offered at any time during the term of the contract. It shall be approved by both parties and shall become effective upon notice.
- 7.5. Fixed rates for services: Fixed labor rates, as listed in the price schedule, apply to all individuals working under this contract. Fixed equipment rates apply to all equipment items listed in the price schedule. Fixed rates for labor and equipment items apply whether supplied by the successful supplier, subcontractor, short-term lease/rental agreement.

7.5.1 If the requesting entity requires and the successful supplier provides an equipment item and/or labor categories for which a fixed rate has not been established, the successful supplier shall submit the new fixed rate and supporting documentation how the fixed rate is calculated, e.g., market price, best customers' invoices to the requesting entity. Once the fixed rate is reviewed and agreed by the requesting entity, the requesting entity shall submit the fixed rate and related documentation to the Contracting Officer (by way of email or fax) indicating a need of such item or labor category for completion of the specific project. The rate offered shall not be higher than the rate charged to the successful supplier's best customer. Retroactive to the date the equipment or labor was first utilized on site if the new fixed rate for the item or labor is notified and submitted to the Contracting Officer within 72 business hours after utilization of item or labor on site. Failure to commit with the specified time frame will result in item or labor not being retroactive.

8 Fuel price adjustment

The following is a definition of the provisions being established to allow for a fuel surcharge or deduction based upon fuel price on the day that solicitation is due.

- 8.1 The successful supplier will be allowed to implement a recovery fee if the price per gallon of fuel increases more than or equal to twenty (20) percent from the fuel price posted on the day the solicitation is due. The successful supplier shall use index pricing from the Weekly Retail Gasoline and Diesel prices for the Midwest region as posted each Monday by the Energy Information Agency at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm. After the 20% change has occurred, the fuel surcharge will be structured as .5% for every \$.10/gallon and will be applied to all fuel-operated vehicles and equipment under this contract.

For example, diesel price on the day the solicitation is due is \$2.176, and the diesel fuel subsequently increased by 20% to \$2.611. Then the fuel surcharge would be:

National Average Diesel Price for Midwest Region		Fuel Surcharge
\$2.612		0.5%
\$2.712		1.0%
\$2.812		1.5%
\$2.912		2.0%
\$3.012		2.5%
\$3.112		3.0%
\$3.212		3.5%
each \$.10 additional		add 0.5%

- 8.2 Once the fuel price returns to the twenty (20) percent or less of the fuel price on the day the solicitation is due, surcharges will no longer be charged.
- 8.3 Once the fuel price decreases less than or equal to twenty (20) percent from the fuel price on the day the solicitation is due, the successful supplier shall offer the fuel price deduction to the State as structured as -0.5% for every -.10/gallon and will be applied to all fuel-operated vehicles and equipment.

For example, diesel price on the day that solicitation is due is \$2.176, and the diesel fuel decreased by 20% to \$1.741. Then the fuel deduction would be:

National Average Diesel Price for Midwest Region		Fuel Deduction
\$1.740		-0.5%
\$1.640		-1.0%
\$1.540		-1.5%
\$1.440		-2.0%
\$1.340		-2.5%
\$1.240		-3.0%
\$1.140		-3.5%
each \$.10 decrease		minus 0.5%

- 8.4 The fuel surcharge and deduction shall be applied at the day a fuel-operated vehicle or equipment as is used. The index used as the basis for an increase or decrease in the fuel surcharge shall be submitted with the

invoice and must match time in driver's daily log and/or project daily log.

9 Additional Insurance

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

Copies of Certificates of Insurance showing such coverage to be in force shall be filed with the Office of Management and Enterprise Services, Central Purchasing Division within thirty (30) days after contract award. The foregoing policies shall be obtained from insurance companies licensed to do business in State of Oklahoma. All such coverage shall remain in full force and effect during the initial term of the contract and any renewal or extension thereof.

9.1 Successful supplier agrees to assume full liability for all claims arising from this contract including claims resulting from negligent acts of all of its employees and subcontractor(s). Successful supplier is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractor(s) to comply with insurance requirements does not limit successful supplier's liability or responsibility.

9.1.1 Employers Liability: The successful supplier(s) shall at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws statutes, and regulations to the full extent applicable and shall maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The State shall not be held responsible in any way for claims filed by the successful supplier(s) or their employees for services performed under the terms of this contract.

9.2.1 Commercial General Liability Insurance: The successful supplier(s) at all times during the terms of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the successful supplier(s) or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the successful supplier's premises/operations, products/completed operations, personal injury and advertising injury, and contractual

liability (including the tort liability of another assumed in a business contract) and contain separation of insured's (cross liability) conditions.

The successful supplier(s) waives all rights against the State for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

9.2.2 The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations)

\$1,000,000.00

Products-Completed Operations Aggregate

\$1,000,000.00

Personal and Advertising Injury Aggregate

\$500,000.00

Pollution Liability Coverage

\$1,000,000.00

Each Occurrence (applies to all of above)

\$500,000.00

Fire Damage Limit (per occurrence)

\$1,000,000.00

Medical Expense Limit (any one person)

\$500,000.00

9.2.3 Business Auto Policy (BAP): In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the successful supplier(s), subcontractor, or anyone employed by either.

The successful supplier(s) shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000.00 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

The successful supplier(s) waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.



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

Agency Number: 09000

Solicitation or Purchase Order #: 0900000440RW

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



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

1. **RE: Solicitation #** 0900000440RW

2. Bidder General Information:

FEI / SSN : _____ Supplier ID: _____
Company Name: _____

3. Bidder Contact Information:

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ Fax #: _____
Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

- ☐ YES – Permit #: _____
- ☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption **submitted in your response.**

5. Registration with the Oklahoma Secretary of State:

- ☐ YES - Filing Number: _____
- ☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911). **Submit in your response.**

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. **Submit in your response.**

- ☐ YES – Include with the bid a certificate of insurance.
- ☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – **Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.**²

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

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- ☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans. **Submit in your response.**
- ☐ NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature

Date

Printed Name

Title

Attachment # 1

Waste Handling Facilities Summary Table

Supplier Owned-Operated Facilities	
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35	35
36	36
37	37
38	38
39	39
40	40
41	41
42	42
43	43
44	44
45	45
46	46
47	47
48	48
49	49
50	50
51	51
52	52
53	53
54	54
55	55
56	56
57	57
58	58
59	59
60	60
61	61
62	62
63	63
64	64
65	65
66	66
67	67
68	68
69	69
70	70
71	71
72	72
73	73
74	74
75	75
76	76
77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

[illegible]

Attachment # 5
Organization Profile

Supplier's Legal Name:	
Address:	
Telephone Number:	
Fax Number:	
Website, if available:	
Date Established:	
Date Beginning the Work related to the scope of work in this contract:	
Ownership:	
Firm Leadership:	
Number of Employees who will work full time in Oklahoma Engaged in Tasks Directly Related to the Work.	
Make a statement to confirm that the supplier and all of their subcontractors meet and understand all requirements, and have the existing capability of performing or providing through subcontractors all requirements set forth under this contract.	

SW92 CATEGORY 1 - ROUTINE - COST WORKSHEET
Hazardous Waste Pick-ups and Disposal for Routinely Generated Waste

IMPORTANT NOTES:

1. Daily rate means equipment retained for use for equal to 8 working hours within a day (day means 12:01 am - 12:00 pm). A less than 8-working hour use of equipment shall be prorated.

2. The rate of any equipment in use shall be for equipment actually in use, NOT sitting or in transit.

* Price per container to be inclusive of supplier providing all personnel, equipment, containers, and other materials to provide for service. Price per container DO NOT include vehicles charges.

** Cylinders dimensions (Diameter x Length (not including value length))

-Lecture = 3" x 13" -Small = 4" x 24" -Medium = 10" x 36" -Large = 12" x 52"

	No.	Item Description	UOM	Quantity	Unit Price
1000009997 Haz Mat Personnel Wage Rate					
	1	Repackaging - labor	Hour		
1000002133 Haz Mat General Equipment					
	1	Small Generator	Day		
	2	Large generator (trailer)	Day		
	3	Floodlights, 110 volt and 12 volt, explosion proof. Price per each per day.	Each		
	4	Vacuum tank truck with trailer - in use	Day		
	5	Vacuum tank truck with trailer - mobilization	Mile		
	6	Winch truck - in use	Day		
	7	Winch truck - mobilization	Mile		
	8	Response truck - 4 wheel drive - in use	Day		
	9	Response truck - 4 wheel drive - mobilization	Mile		
	10	Small Lift Gate Truck - in use	Day		
	11	Small Lift Gate Truck - mobilization	Mile		
	12	Box Truck Lift Gate - in use	Day		
	13	Box Truck Lift Gate - mobilization	Mile		
	14	Box Van Lift Gate w/tractor - in use	Day		
	15	Box Van Lift Gate w/tractor - mobilization	Mile		
	16	Respirators(Including Cartridge Change Out)	Day/Man		
	17	Analytical Daily Sampling	Day		
	18	Hand Tools	Day		
		1000009993 Haz Mat Fuel Price Adjustment	# of Gallons	Cost per Gallon	Surcharge %
	1	Fuel Surcharge (per Gallon)			
	2	Fuel Surcharge (per Gallon)			
	3	Fuel Surcharge (per Gallon)			
1000010000 Haz Mat Control Equipment					
		A. Drums, containers and liners			
	1	55 gal steel, new, open head	Drum		
	2	30 gal steel, new, open head	Drum		
	3	15 gal steel, new, open head	Drum		
	4	10 gal steel, new, open head	Drum		
	5	5 gal steel, new, open head	Drum		
	6	55 gal steel, new, tight head	Drum		
	7	30 gal, steel, new, tight head	Drum		
	8	55 gal, steel, reconditioned, open head	Drum		
	9	30 gal steel, reconditioned, open head	Drum		
	10	15 gal steel, reconditioned, open head	Drum		
	11	10 gal steel, reconditioned, open head	Drum		
	12	5 gal steel, reconditioned, open head	Drum		
	13	55 gal poly, new, open head	Drum		
	14	30 gal poly, new, open head	Drum		

	15	15 gal poly, new, open head	Drum		
	16	10 gal poly, new, open head	Drum		
	17	5 gal poly, new, open head, screw top	Drum		
	18	55 gal poly, new, tight head	Drum		
	19	30 gal poly, new, tight head	Drum		
	20	15 gal poly, new, tight head	Drum		
	21	10 gal poly, new, tight head	Drum		
	22	5 gal poly, new, tight head	Drum		
	23	55 gal poly, reconditioned, open head	Drum		
	24	30 gal poly, reconditioned, open head	Drum		
	25	15 gal poly, reconditioned, open head	Drum		
	26	10 gal poly, reconditioned, open head	Drum		
	27	5 gal poly, reconditioned, open head	Drum		
	28	55 gal fiber, new, open head	Drum		
	29	56 gal fiber drum liner	Each		
	30	30 gal fiber, new, open head	Drum		
	31	20 gal fiber, new, open head	Drum		
	32	15 gal fiber, new, open head	Drum		
	33	10 gal fiber, new, open head	Drum		
	34	5 gal fiber, new, open head	Drum		
	35	95 gal overpack, steel, new	Drum		
	36	85 gal overpack, steel, new	Drum		
	37	85 gal overpack, steel, reconditioned	Drum		
	38	95 gal overpack, poly, new	Drum		
	39	85 gal overpack, poly, new	Drum		
	40	85 gal overpack, poly, reconditioned	Drum		
	41	DOT Spec E shippable 1 cu yd box	Box		
	42	Roll off liner 4 mil	Roll		
	43	Roll off liner 6 mil	Roll		
	44	DOT exempt package (DOT-E9168) for up to 8 oz.	Each		
	45	DOT exempt package (DOT-E9168) for up to 1 liter	Each		
	46	DOT exempt package (DOT-E9168) for up to 1 liter w/pressure painted tall paint can	Each		
	47	275 gal tote tank	Day		
	48	10 cu yd lined roll off box	Day		
	49	20 cu yd lined roll off box	Day		
	50	10 cu yd unlined roll off box	Day		
	51	20 cu yd unlined roll off box	Day		
	52	30 cu yd unlined roll off box	Day		
	53	10 cu yd lined roll off box drop-off and pick-	Each		
	54	20 cu yd lined roll off box drop-off and pick-	Each		
	55	10 cu yd unlined roll off box drop-off and pick-up fee	Each		
	56	20 cu yd unlined roll off box drop-off and pick-up fee	Each		
	57	30 cu yd unlined roll off box drop-off and pick-up fee	Each		
	58	Polyethylene Sheeting 20'x100' Roll, Thick Clear Construction Film	Each		
	59	Polyethylene Sheeting 40'x100' Roll, Thick Clear Construction Film	Each		
	60	Polyethylene Sheeting 20'x100' Roll, Thick Black Construction Film	Each		
	61	Polyethylene Sheeting 40'x100' Roll, Thick Black Construction Film	Each		
B. Absorbents and miscellaneous			s		

	1	Oil absorbent boom 5" Dia X 10' L	Each		
	2	Oil absorbent boom 5" Dia X 20' L	Each		
	3	Oil absorbent boom 8" Dia X 10' L	Each		
	4	Oil absorbent boom 8" Dia X 20' L	Each		
	5	Heavy-weight oil absorbent roll - Dim: 15" W X 150' L	Each		
	6	Heavy-weight oil absorbent roll - Dim: 24" W X 150' L	Each		
	7	Heavy-weight oil absorbent roll - Dim: 30" W X 150' L	Each		
	8	Medium-weight oil absorbent roll - Dim: 30" W X 150' L	Each		
	9	Medium-weight oil absorbent roll - Dim: 38" W X 144' L	Each		
	10	Light-weight oil absorbent roll - Dim: 15" W X 300' L	Each		
	11	Light-weight oil absorbent roll - Dim: 30" W X 300' L	Each		
	12	Heavy-weight absorbent pads - 15"x19"	Each		
	13	Heavy-weight absorbent pads - 30"x30"	Each		
	14	Medium-weight absorbent pads - 15"x19"	Each		
	15	Light-weight absorbent pads - 15"x19"	Each		
	16	Bagged kiln dust or fly ash	Bag		

***1000010001 Haz Mat Waste Management Processing & Method**

		A. Lab Packs and Commodity Packs			
	1	Incineration			
	1-1	-5 gallon	Pail		
	1-2	-10 gallon	Drum		
	1-3	-15 gallon	Drum		
	1-4	-20 gallon	Drum		
	1-5	-30 gallon	Drum		
	1-6	-55 gallon	Drum		
	1-7	-Cubic yard box	Drum		
	2	Landfill			
	2-1	-5 gallon (non-hazard)	Drum		
	2-2	-5 gallon (hazard)	Drum		
	2-3	-10 gallon (non-hazard)	Drum		
	2-4	-10 gallon (hazard)	Drum		
	2-5	-15 gallon (non-hazard)	Drum		
	2-6	-15 gallon (hazard)	Drum		
	2-7	-20 gallon (non-hazard)	Drum		
	2-8	-20 gallon (hazard)	Drum		
	2-9	-30 gallon (non-hazard)	Drum		
	2-10	-30 gallon (hazard)	Drum		
	2-11	-55 gallon (non-hazard)	Drum		
	2-12	-55 gallon (hazard)	Drum		
	2-13	-85 gallon	Drum		
	2-14	-Cubic yard box	Drum		
	3	Recycling			
	3-1	-5 gallon	Drum		
	3-2	-10 gallon	Drum		
	3-3	-15 gallon	Drum		
	3-4	-20 gallon	Drum		
	3-5	-30 gallon	Drum		
	3-6	-55 gallon	Drum		
	3-7	-Cubic yard box	Drum		

	4	Treatment			
	4-1	-5 gallon	Pail		
	4-2	-10 gallon	Drum		
	4-3	-15 gallon	Drum		
	4-4	-20 gallon	Drum		
	4-5	-30 gallon	Drum		
	4-6	-55 gallon	Drum		
	4-7	-Cubic yard box	Drum		
B. Recycling/Reclamation					
	1	Antifreeze, glycol based			
	1-1	-5 gallon	Drum		
	1-2	-10 gallon	Drum		
	1-3	-15 gallon	Drum		
	1-4	-20 gallon	Drum		
	1-5	-30 gallon	Drum		
	1-6	-55 gallon	Drum		
	1-7	Batteries (alkaline)	Pound		
	1-8	Batteries (Carbon-Aire)	Pound		
	1-9	Batteries (lead/acid) - no automobile/truck batteries	Pound		
	1-10	Batteries (mercury)	Pound		
	1-11	Batteries (Nicaid Lithium Magnesium) Note: if recycled at lesser cost, standard disposal cost will be allowed. If scrap value, no disposal cost will be allowed	Pound		
	1-12	Batteries (Nickel Metal Hydride)	Pound		
	1-13	Batteries (silver oxide)	Pound		
	1-14	Capacitors, non-leaking, PCB < 50ppm	Pound		
	1-15	Capacitors, non-leaking, PCB ≥ 50ppm	Pound		
	1-16	Light ballasts and small capacitors, non-leaking, PCB < 50ppm	Pound		
	1-17	Light ballasts and small capacitors, non-leaking, PCB ≥ 50ppm	Pound		
	1-18	Ballasts, non-PCB	Pound		
	1-19	Mercury, amalgam	Pound		
	1-20	Mercury, elemental	Pound		
	1-21	Mercury, inorganic solid containing	Pound		
	1-22	Transformer, oil filled, non-leaking PCB <	Pound		
	1-23	Transformer, oil filled, non-leaking PCB ≥ 50ppm	Pound		
	2	Used oil, chlorine < 1,000ppm, PCB < 50ppm			
	2-1	-5 gallon	Drum		
	2-2	-10 gallon	Drum		
	2-3	-15 gallon	Drum		
	2-4	-20 gallon	Drum		
	2-5	-30 gallon	Drum		
	2-6	-55 gallon	Drum		
	3	Waste paint, latex, liquid			
	3-1	-5 gallon	Drum		
	3-2	-10 gallon	Drum		
	3-3	-15 gallon	Drum		
	3-4	-20 gallon	Drum		
	3-5	-30 gallon	Drum		
	3-6	-55 gallon	Drum		
	3-7	HAZMAT class 1.4 explosives	Pound		
	4	Flammable liquids			

	4-1	-5 gallon	Drum		
	4-2	-10 gallon	Drum		
	4-3	-15 gallon	Drum		
	4-4	-20 gallon	Drum		
	4-5	-30 gallon	Drum		
	4-6	-55 gallon	Drum		
	5	Chlorinated liquids			
	5-1	-5 gallon	Drum		
	5-2	-10 gallon	Drum		
	5-3	-15 gallon	Drum		
	5-4	-20 gallon	Drum		
	5-5	-30 gallon	Drum		
	5-6	-55 gallon	Drum		
	6	Other liquids			
	6-1	-5 gallon	Drum		
	6-2	-10 gallon	Drum		
	6-3	-15 gallon	Drum		
	6-4	-20 gallon	Drum		
	6-5	-30 gallon	Drum		
	6-6	-55 gallon	Drum		
C. Energy Recovery					
	1	Corrosive liquids			
	1-1	-5 gallon	Drum		
	1-2	-10 gallon	Drum		
	1-3	-15 gallon	Drum		
	1-4	-20 gallon	Drum		
	1-5	-30 gallon	Drum		
	1-6	-55 gallon	Drum		
	2	Organic solvent/aqueous mix			
	2-1	-5 gallon	Drum		
	2-2	-10 gallon	Drum		
	2-3	-15 gallon	Drum		
	2-4	-20 gallon	Drum		
	2-5	-30 gallon	Drum		
	2-6	-55 gallon	Drum		
	3	Organic solvent/halogenated, no PCB			
	3-1	-5 gallon	Drum		
	3-2	-10 gallon	Drum		
	3-3	-15 gallon	Drum		
	3-4	-20 gallon	Drum		
	3-5	-30 gallon	Drum		
	3-6	-55 gallon	Drum		
	4	Organic solvents, non-halogenated			
	4-1	-5 gallon	Drum		
	4-2	-10 gallon	Drum		
	4-3	-15 gallon	Drum		
	4-4	-20 gallon	Drum		
	4-5	-30 gallon	Drum		
	4-6	-55 gallon	Drum		
	5	Used oil, chlorine < 1,000ppm, PCB < 50ppm			
	5-1	-5 gallon	Drum		
	5-2	-10 gallon	Drum		
	5-3	-15 gallon	Drum		

	5-4	-20 gallon	Drum		
	5-5	-30 gallon	Drum		
	5-6	-55 gallon	Drum		
	6	Used oil, chlorine > 1,000ppm, PCB > 50ppm			
	6-1	-5 gallon	Drum		
	6-2	-10 gallon	Drum		
	6-3	-15 gallon	Drum		
	6-4	-20 gallon	Drum		
	6-5	-30 gallon	Drum		
	6-6	-55 gallon	Drum		
	7	Waste paint and paint related materials,			
	7-1	-5 gallon	Drum		
	7-2	-10 gallon	Drum		
	7-3	-15 gallon	Drum		
	7-4	-20 gallon	Drum		
	7-5	-30 gallon	Drum		
	7-6	-55 gallon	Drum		
	7-7	Waste paint and paint related materials, solid	Pound		
D. Incineration					
	1	Flammable liquids			
	1-1	-5 gallon	Drum		
	1-2	-10 gallon	Drum		
	1-3	-15 gallon	Drum		
	1-4	-20 gallon	Drum		
	1-5	-30 gallon	Drum		
	1-6	-55 gallon	Drum		
	2	Other liquids			
	2-1	-5 gallon	Drum		
	2-2	-10 gallon	Drum		
	2-3	-15 gallon	Drum		
	2-4	-20 gallon	Drum		
	2-5	-30 gallon	Drum		
	2-6	-55 gallon	Drum		
	3	Chlorinated liquids			
	3-1	-5 gallon	Drum		
	3-2	-10 gallon	Drum		
	3-3	-15 gallon	Drum		
	3-4	-20 gallon	Drum		
	3-5	-30 gallon	Drum		
	3-6	-55 gallon	Drum		
	4	PCB liquids > 500 ppm			
	4-1	-5 gallon	Drum		
	4-2	-10 gallon	Drum		
	4-3	-15 gallon	Drum		
	4-4	-20 gallon	Drum		
	4-5	-30 gallon	Drum		
	4-6	-55 gallon	Drum		
	5	Flammable solids			
	5-1	-5 gallon	Drum		
	5-2	-10 gallon	Drum		
	5-3	-15 gallon	Drum		
	5-4	-20 gallon	Drum		
	5-5	-30 gallon	Drum		

	5-6	-55 gallon	Drum		
	6	PCB contaminated solids > 500			
	6-1	-5 gallon	Drum		
	6-2	-10 gallon	Drum		
	6-3	-15 gallon	Drum		
	6-4	-20 gallon	Drum		
	6-5	-30 gallon	Drum		
	6-6	-55 gallon	Drum		
E. Treatment					
	1	Corrosive liquids			
	1-1	-5 gallon	Drum		
	1-2	-10 gallon	Drum		
	1-3	-15 gallon	Drum		
	1-4	-20 gallon	Drum		
	1-5	-30 gallon	Drum		
	1-6	-55 gallon	Drum		
	2	Other liquids			
	2-1	-5 gallon	Drum		
	2-2	-10 gallon	Drum		
	2-3	-15 gallon	Drum		
	2-4	-20 gallon	Drum		
	2-5	-30 gallon	Drum		
	2-6	-55 gallon	Drum		
	2-7	-Processing/application of waste water treatment facility sludge	Gallon		
	3	Other liquids non-hazard petroleum contaminated water			
	3-1	-5 gallon	Drum		
	3-2	-10 gallon	Drum		
	3-3	-15 gallon	Drum		
	3-4	-20 gallon	Drum		
	3-5	-30 gallon	Drum		
	3-6	-55 gallon	Drum		
	3-7	Waste oil 1,000 gallon minimum	Gallon		
	3-8	Waste oil 55 gallon	Drum		
	3-9	Waste oil 5 gallon	Drum		
F. Hazardous Waste Landfill					
	1	Non-flammable solids (Haz)			
	1-1	-5 gallon	Drum		
	1-2	-10 gallon	Drum		
	1-3	-15 gallon	Drum		
	1-4	-20 gallon	Drum		
	1-5	-30 gallon	Drum		
	1-6	-55 gallon	Drum		
	2	PCB contaminated solids < 500 ppm, PCB ≥ 50ppm			
	2-1	-5 gallon	Drum		
	2-2	-10 gallon	Drum		
	2-3	-15 gallon	Drum		
	2-4	-20 gallon	Drum		
	2-5	-30 gallon	Drum		
	2-6	-55 gallon	Drum		
	3	Corrosive liquids			
	3-1	-5 gallon	Drum		
	3-2	-10 gallon	Drum		

	3-3	-15 gallon	Drum	
	3-4	-20 gallon	Drum	
	3-5	-30 gallon	Drum	
	3-6	-55 gallon	Drum	
	3-7	Haz waste landfill treatment (carbon)	Ton	
	3-8	Haz waste landfill stabilization	Ton	
	3-9	Biodegradation treatment	Ton	
	4	Non-flammable solids (Industrial)		
	4-1	-5 gallon	Drum	
	4-2	-30 gallon	Drum	
	4-3	-55 gallon	Drum	
	4-4	Empty container (Industrial)	Ton	
G. Fuel Blending				
	1	Chlorinated liquids		
	1-1	-5 gallon	Drum	
	1-2	-30 gallon	Drum	
	1-3	-55 gallon	Drum	
H. Burn				
	1	Chlorinated liquids - bulk	Gallon	
	2	Chlorinated solids - bulk	Ton	
	3	Non-chlorinated solids - bulk	Ton	
I. Deep Well Injection				
	1	Other liquids		
	1-1	-30 gallon	Drum	
	1-2	-55 gallon	Drum	
	1-3	Deep well treatment	Gallon	
J. Kiln Fuel				
	1	Flammable liquids		
	1-1	-30 gallon	Drum	
	1-2	-55 gallon	Drum	
	2	Flammable solids		
	2-1	-30 gallon	Drum	
	2-2	-55 gallon	Drum	
K. Miscellaneous				
	1	34 cu. yd roll off rental	Day	
	2	Tank Disposal Certificate (per tank)	Each	
*1000010005 Haz Mat Radioactive Waste				
	1	Short half-life - bulk NORM	Ton	
	2	Short half-life - 55 gallon drum	Drum	
	3	Short half-life - 30 gallon drum	Drum	
	4	Short half-life - 5 gallon container	Container	
	5	Long half-life - bulk NORM	Ton	
	6	Long half-life - 55 gallon drum	Drum	
	7	Long half life 30 gallon container	Drum	
	8	Long half-life - 5 gallon container	Container	
1000006484 Haz Mat Analytical Testing				
	1	Extractables/semivolatiles 8270 by GC/MS	Test	
	2	Purgables/volatiles 8260 by GC/MS	Test	
	3	(ICP metals) priority pollutants	Test	
	4	TCLP RCRA 8 Metals	Test	
	5	pH	Test	
	6	Total RCRA 8 metals	Test	
	7	Texas Method TPH	Test	

	8	Hydrocarbon scan - pesticides	Test	
	9	RCI solid (RCRA characterization corrosivity, ignitability, reactivity, toxicity)	Test	
	10	RCI liquid (RCRA characterization corrosivity, ignitability, reactivity, toxicity)	Test	
	11	PCB's scan (RCRA 8080)	Test	
	12	BTEX	Test	
	13	TPH	Test	
	14	BTU	Test	
	15	TCLP complete	Test	
	16	TCLP extraction	Test	
	17	TCLP organic only	Test	
	18	TCLP pesticides only	Test	
	19	(Hydrocarbon scan) - RCRA 8015 non-halogenated	Test	
	20	Asbestos – Phase Contrast Microscopy	Test	
	21	Asbestos – Transmission Electron Microscopy (TEM)	Test	
	22	Sample shipment (overnight) per each	Shipment	
	23	Total Organic Halogen	Test	
	24	Total Lead	Test	
	25	Grain Size Test	Test	
	26	Compaction Test Proctor	Test	
	27	Compaction Test Density	Test	
	28	Analytical surcharge - Emergency turnaround	100.00%	
	29	Analytical surcharge - Rush turnaround	50.00%	

****1000010012 Haz Mat Disposal of Pressurized Cylinders**

	1	Highly toxic liquid/gases - Full		
	1-1	-Lecture	Cylinder	
	1-2	-Small	Cylinder	
	1-3	-Medium	Cylinder	
	1-4	-Large	Cylinder	
	2	Highly toxic liquid/gases - Empty		
	2-1	-Lecture	Cylinder	
	2-2	-Small	Cylinder	
	2-3	-Medium	Cylinder	
	2-4	-Large	Cylinder	
	3	Non-flammable, non-corrosive, low toxicity gases -Full		
	3-1	-Lecture	Cylinder	
	3-2	-Small	Cylinder	
	3-3	-Medium	Cylinder	
	3-4	-Large	Cylinder	
	4	Non-flammable, non-corrosive, low toxicity gases -Empty		
	4-1	-Lecture	Cylinder	
	4-2	-Small	Cylinder	
	4-3	-Medium	Cylinder	
	4-4	-Large	Cylinder	
	5	Flammable, non-corrosive, low toxicity gases - Full		
	5-1	-Lecture	Cylinder	
	5-2	-Small	Cylinder	
	5-3	-Medium	Cylinder	
	5-4	-Large	Cylinder	
	6	Flammable, non-corrosive, low toxicity gases - Empty		

	6-1	-Lecture	Cylinder		
	6-2	-Small	Cylinder		
	6-3	-Medium	Cylinder		
	6-4	-Large	Cylinder		
	7	Flammable, toxic, corrosive gases – Full			
	7-1	-Lecture	Cylinder		
	7-2	-Small	Cylinder		
	7-3	-Medium	Cylinder		
	7-4	-Large	Cylinder		
	8	Flammable, toxic, corrosive gases - Empty			
	8-1	-Lecture	Cylinder		
	8-2	-Small	Cylinder		
	8-3	-Medium	Cylinder		
	8-4	-Large	Cylinder		
	9	Acid and alkaline gases - Full			
	9-1	-Lecture	Cylinder		
	9-2	-Small	Cylinder		
	9-3	-Medium	Cylinder		
	9-4	-Large	Cylinder		
10	Acid and alkaline gases - Empty				
	10-1	-Lecture	Cylinder		
	10-2	-Small	Cylinder		
	10-3	-Medium	Cylinder		
	10-4	-Large	Cylinder		
	11	Spontaneously flammable gases - Full			
	11-1	-Lecture	Cylinder		
	11-2	-Small	Cylinder		
	11-3	-Medium	Cylinder		
	11-4	-Large	Cylinder		
	12	Spontaneously flammable gases - Empty			
	12-1	-Lecture	Cylinder		
	12-2	-Small	Cylinder		
	12-3	-Medium	Cylinder		
	12-4	-Large	Cylinder		
	13	Poison Zone A - Full			
	13-1	-Lecture	Cylinder		
	13-2	-Small	Cylinder		
	13-3	-Medium	Cylinder		
	13-4	-Large	Cylinder		
	14	Poison Zone A - Empty			
	14-1	-Lecture	Cylinder		
	14-2	-Small	Cylinder		
	14-3	-Medium	Cylinder		
	14-4	-Large	Cylinder		
	15	Poison Zone B - Full			
	15-1	-Lecture	Cylinder		
	15-2	-Small	Cylinder		
	15-3	-Medium	Cylinder		
	15-4	-Large	Cylinder		
	16	Poison Zone B - Empty			
	16-1	-Lecture	Cylinder		
	16-2	-Small	Cylinder		
	16-3	-Medium	Cylinder		

	16-4	-Large	Cylinder		
	17	Poison Zone C - Full			
	17-1	-Lecture	Cylinder		
	17-2	-Small	Cylinder		
	17-3	-Medium	Cylinder		
	17-4	-Large	Cylinder		
	18	Poison Zone C - Empty			
	18-1	-Lecture	Cylinder		
	18-2	-Small	Cylinder		
	18-3	-Medium	Cylinder		
	18-4	-Large	Cylinder		
	19	Poison Zone D - Full			
	19-1	-Lecture	Cylinder		
	19-2	-Small	Cylinder		
	19-3	-Medium	Cylinder		
	19-4	-Large	Cylinder		
	20	Poison Zone D - Empty			
	20-1	-Lecture	Cylinder		
	20-2	-Small	Cylinder		
	20-3	-Medium	Cylinder		
	20-4	-Large	Cylinder		
	21	Refrigerant corrosive - Full			
	21-1	-Lecture	Cylinder		
	21-2	-Small	Cylinder		
	21-3	-Medium	Cylinder		
	21-4	-Large	Cylinder		
	22	Refrigerant corrosive - Empty			
	22-1	-Lecture	Cylinder		
	22-2	-Small	Cylinder		
	22-3	-Medium	Cylinder		
	22-4	-Large	Cylinder		



Amendment of Solicitation

Date of Issuance: 12/07/2020

Solicitation No. 0900000440RW

Requisition No. N/A

Amendment No. One (1)

Hour and date specified for receipt of offers is changed: ☒ No ☐ Yes, to: _____ 3:00 PM CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery:

- - See Below
, OK -

or

Personal or Common Carrier Delivery:

- - See Below
,OK -

Theresa Johnson
Contracting Officer

405 - 521 - 2289
Phone Number

theresa.johnson@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

The following documents have been added to the solicitation, they were omitted in error.

0900000044RW – OMES-FORM-CP 004
0900000440RW – OMES-FORM-CP 076
0900000440RW – OMES-VENDOR PAYEE FORM

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**)

Title

Authorized Representative Signature



Amendment of Solicitation

Date of Issuance: 12/29/2020

Solicitation No. 0900000440RW

Requisition No. N/A

Amendment No. Two (2)

Hour and date specified for receipt of offers is changed: ☐ No ☒ Yes, to: 01/26/2021 3:00 PM CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery:

- - See Below
, OK -

or

Personal or Common Carrier Delivery:

- - See Below
, OK -

Theresa Johnson
Contracting Officer

405 - 521 - 2289
Phone Number

theresa.johnson@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

Section A - Answers to questions:

The following questions have been submitted by suppliers, this amendment is issued to incorporate clarifications and to share this information with all suppliers. The questions and answers are numbered and in bold type for clarity.

Question #1 – Quick question. Deal here us to pick up hazardous trash from multiple locations statewide. Correct?

Answer #1 – I would encourage you to read the solicitation to ascertain the services solicited. Prospective Bidders are urged to read the Solicitation and these Bidder Instructions carefully. Failure to do so shall be at the Bidder's risk.

CONTINUED ON PAGE TWO

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**)

Title

Authorized Representative Signature

Hazardous Waste Removal – Routine and Emergency
0900000440RW – AMENDMENT TWO
Section A – Answers to Questions - continued
PAGE TWO

Question #2 – We have a few questions regarding this bid as follows:

What is the reason for going out to bid?

- Routine bid
- Non-routine bid (please explain if possible to do so)
- Pricing improvement
-

Answer #2 – This is an established statewide contract, the need is present and the current agreement expires 3/31/2021.

Question #3 - Price increases - Please confirm if price increases allowed at the end of each 12 month term. If allowed are there any guidelines/criteria on the increases?

Answer #3 - All terms are included in the solicitation, Prospective Bidders are urged to read the Solicitation and these Bidder Instructions carefully. Failure to do so shall be at the Bidder's risk.

Question #4 - Incumbent - Which company is currently servicing this work?

Answer #4 - here is the link to the current contract - [Central Purchasing: Division of Office of Management and Enterprise Services \(OMES\) - Solicitations \(ok.gov\)](#)

Question #5 – Competitors - Who has been invited to bid?

Answer #5 – That information is not currently available. The bid and information in connection with a bid are subject to disclosure after contract award.

Question #6 - Most important selection criterion in order - (Please select 3 and rank 1 through 3, OR only one or two criteria identify and rank) Qualifications, References, Incumbent, Price, Experience, Quality of bid.

Answer #6 – The State of Oklahoma has elected not to disclose the rates or weights of the evaluation criteria with the solicitation.

Question #7 - Hope you are doing well. I would like to request an extension of the due date for Solicitation #: 090000440RW Contract SW0092. Clean Harbors is very interested in providing pricing to the State of Oklahoma and would like to request an extended due date of January 21, an additional 14 days to prepare our best and final proposal.

Answer #7 – Due to the holidays, the closing date has been extended to January 26, 2021, 3:00 CST

Question #8 - I would like to request more information on the Mandatory Statewide Solicitation for Statewide contract to provide routine, emergency and rush hazardous waste removal services bid specifics and requests.

Answer #8 – here is the link to the solicitation:

[Central Purchasing: Division of Office of Management and Enterprise Services \(OMES\) - Solicitations \(ok.gov\)](#)

As otherwise instructed, please read and submit questions via email.



Amendment of Solicitation

Date of Issuance: 01/14/2021

Solicitation No. 0900000440RW

Requisition No. N/A

Amendment No. Three (3)

Hour and date specified for receipt of offers is changed: ☒ No ☐ Yes, to: _____ 3:00 PM CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery:

- - See Below
OK -

or

Personal or Common Carrier Delivery:

- - See Below
OK -

Jennifer McCaulla
Contracting Officer

405-415-5629

Phone Number

Jennifer.mccaulla@omes.ok.gov

E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

**The Bidder Instructions for 0900000440RW has been updated.
Please review to ensure that your solicitation submission meets requirements.**

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**)

Title

Authorized Representative Signature



Solicitation#: 090000440RW

Solicitation Issue Date: 12/03/2020

DUE DATES AND TIME (CENTRAL STANDARD TIME):

Bid Response:

3:00 p.m. on 01/26/2021¹

Request for administrative review:

3:00 p.m. on 12/21/2020

Questions:

3:00 p.m. on 12/21/2020

CONTRACT TYPE:

Agency: ☐

Statewide: ☒

Agency Name/Number _____

Contract Number _____

SOLICITATION TYPE:

☒

Request for Proposal

☐

Request for Quote

☐

Invitation to Bid

Information technology Bidder Instructions are applicable:

☐

Yes

☒

No

Terms regarding sensitive data will be included in the Contract including, but not limited to:

HIPAA _____

CJIS _____

FERPA _____

OTHER _____

1075 _____

RETURN SEALED BID TO:

OMESCPeBID@omes.ok.gov

CONTRACTING OFFICER:

Name: Jennifer McCaulla

Email: Jennifer.McCaulla@omes.ok.gov

Phone No. 405-415-5629

¹ Amendments may change the Bid Response Due Date (read "Amendments" in these Bidder Instructions)
09/01/2020

Oklahoma Office of Management and Enterprise Services Bidder Instructions

Information related to the Bid submission process is contained in these Bidder Instructions. **Prospective Bidders are urged to read the documents provided by the State and these Bidder Instructions carefully. Failure to do so shall be at the Bidder's risk.**

1 Definitions

The following terms, when used in these Bidder Instructions, shall have the following meanings:

- 1.1 **Alternate Bid** means a Bid which contains an intentional substantive variation to a basic provision, specification, term or condition.
- 1.2 **Amendment** means a written change, addition, correction or revision to terms, conditions or requirements by the State agency issuing the Solicitation.
- 1.3 **BAFO** means a best and final offer requested by the State agency issuing the Solicitation.
- 1.4 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 1.5 **Bidder** means an individual or business entity that submits a Bid in response.
- 1.6 **Bid Packet** means the order described in these Bidder Instructions in which all Bidders shall insert the relevant sections of a Bid and which shall be the format for all submitted Bids.
- 1.7 **OAC** means the Oklahoma Administrative Code.

2 Instructions Compliance

These Bidder Instructions are not part of the Contract; however, compliance with these Instructions is material to the determination of whether a Bid is responsive. Terms, requirements and specifications may be stated or phrased differently than in a previous solicitation irrespective of past interpretations, practices or customs. Bid requirements are altered only by written Amendment and verbal communications from any source whatsoever are of no effect. In no event shall the Bidder's failure to read and understand a term, condition or requirement in any of the documents provided by the State constitute grounds for a claim after award of the Contract.

3 Communications and Questions

The Contracting Officer listed on the Bidder Instructions Cover Page is the only individual the Bidder should contact, or communicate with, regarding any questions or issues with the Acquisition. Failure to comply with this requirement may result in the Bid being considered non-responsive or not considered for further evaluation.

3.1 General Questions

- A. Questions should be concise, identify the relevant document, include specific section references and avoid use of tables or special formatting (use simple lists).

B. Information Technology Bids

- i If information technology Bidder Instructions are applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications or requirements online. Questions received via any other means will not be addressed.
- ii Registration with the State of Oklahoma for wiki access is located at <https://omes.ok.gov/forms/wiki-enrollment-it-procurement>. Access should be requested at least five (5) business days prior to the Questions Due Date. The State is not responsible for a Bidder's lack of access to the wiki.

C. Non-Information Technology Bids

If information technology Bidder Instructions are not applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications or requirements to the Contracting Officer's email address shown on the Bidder Instructions Cover Page. Questions received via any other means will not be addressed.

3.2 Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of Bid information or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussion shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall submit such clarifications in writing to the Contracting Officer. Bidder answers that are outside scope of the clarification questions shall be disregarded. Oral explanations or instructions provided to a potential Bidder are not binding.

4 Administrative Review

- 4.1 A Bidder that believes the Contract or Bid requirements or specifications, or Bid Response Due Date, are unnecessarily restrictive or limit competition may email a request for administrative review to the Contracting Officer. A request received via any other means will not be addressed. The State shall promptly respond in writing to each written administrative review request, and where appropriate, issue a revision, substitution or clarification through an Amendment. Requests for administrative review shall include the reason for the request, supported by information, and any proposed changes.
- 4.2 If a Bidder fails to notify the Contracting Officer of an ambiguity, conflict, discrepancy, omission or other error in any of the documents provided by the State that is known to Bidder, or that reasonably should be known by Bidder, the Bidder accepts the risk of submitting a Bid and, if awarded the Contract, shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.

5 Amendments

- 5.1 Any Amendment shall be set forth at the same online link as the Solicitation.
- 5.2 It is the Bidder's responsibility to check the State's website frequently for any possible Amendments that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete a Bid.

6 Confidentiality Request

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, 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 pursuant to OAC 260:115-3-9². However, a public Bid opening does not make the Bid immediately accessible to the public. All material submitted by a Bidder becomes the property of the State. No portion of a Bid shall be considered confidential after award of the Contract except, pursuant to 74 O.S. §85.10, information in the Bid determined to be confidential by the State Purchasing Director or delegate. Typically, a properly submitted confidentiality claim of a potential awardee is reviewed and determined prior to award; a properly submitted confidentiality claim of a **non-awarded Bidder** is reviewed and determined only when responding to an open records request concerning the Bid. Additional information regarding information considered confidential by a Bidder is provided in Section 8.2.C below.

7 Acceptance of Content

Unless otherwise provided in Section Four of a Bidder's response, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all State terms and conditions relating to the Contract. Upon award of a contract, such terms and conditions, as may be amended by the Bid after negotiation, shall become contractual obligations between the parties.

8 Required Bid Structure

8.1 Preparation of Bid

- A. The Bid is required to be structured into separate, labelled and easily identifiable sections using the Bid Packet format provided below. A Bid submitted using any other format may not be accepted. Except for items listed in Section Three of the Bid Packet (information requested to be held confidential), the Bid should not contain duplicative content. Any section of the Bid Packet that is not applicable to the Bid shall have a page inserted to denote the section is not applicable. For instance, if business references are not required, the Bid should contain a page after the "Business References" section heading that reads "Not Applicable", "N/A" or some similar notation.

² OAC 260:115-3-9 is located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcqb8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

- B.** The Bid will be evaluated using a best value criteria, based on the following:
 - i** Technical Proposal
 - ii** Past Experience and Performance
 - iii** Organization and
 - iv** Price and Cost
- C.** As referenced in subsection 8.2.H, the Bid shall show the ability of the Bidder to meet or exceed the following mandatory specifications:
 - i.** Bidders technical proposal indicating their ability to meet or exceed all specifications listed in Attachment A.
- D.** As referenced in subsection 8.2.I, pricing shall be proposed using the Exhibit titled Price.:
 - i.** All bidders responding to this RFP may respond to Exhibit 1, Attachment 6; Category 1: Routine.
 - ii.** All bidders responding to this RFP may respond to Exhibit 1, Attachment 7; Category 2: Emergency.
- E.** As referenced in 8.2.L., three (3) business references are required. Bidders shall submit descriptions of their last three contracts of similar size and scope and contact information for the customer's project manager. Contact information must include the contact name, phone number and email address.
- F.** As referenced in 8.2.M., the following additional company information is required to be included in the Bid. Bid must include a profile in Exhibit 1, Attachment 5 that includes the supplier's legal name, address, and telephone number, date established, date beginning the Work related to the scope of this contract, ownership (such as public firm, partnership, or subsidiary), firm leadership (such as corporate officers or partners), number of employees (who will work full time in Oklahoma for this contract) engaged in tasks directly related to the work requirements in this solicitation. Also, make a statement that the supplier including subcontractors meets and understands all requirements set forth in this contract. Complete this section in Exhibit 1, Attachment 5.

8.2 Bid Packet Format

- A. Section One: Cover Page**

Provide a dated cover page or transmittal letter that identifies the Solicitation and the Bidder, Bidder contact information and the category or categories to which they are responding.
- B. Section Two: Required Forms, Certifications and Disclosures**
 - i** Completed "Responding Bidder Information" form set forth and accompanying required documentation.
 - ii** Completed "Certification for Competitive Bid and Contract" form.
 - iii** Bidder shall additionally provide in this section of its Bid, disclosure of (1) any public contract terminated by a governmental entity or suits or claims against the Bidder for failure to perform in connection with a public contract (including any company which a Bidder has merged with or acquired that will be performing services or providing products if awarded the Contract); (2) any contractual relationship or any other relevant contact with any State personnel or another Bidder or Supplier involved in the development of a Bidder's response to the Solicitation; (3) the name of any officer, director or agent of the Bidder who is also an employee of the State or any of its agencies; (4) the name of any state

employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder firm or any of its branches and (5) any activity or interest that conflicts or may conflict with the best interest of the State, including but not limited to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Any conflict of interest shall, in the sole discretion of the State, be grounds for rejection of the Bid or partial or whole termination of the Contract.

- iv Certificate of Insurance and Workers' Compensation form.
- v Completed Vendor Payee form.
- vi Any information requested in connection with subcontractors a Bidder proposes to use in performance of the resulting contract.
- vii Signed Amendment(s), if any, located at the same online link as the Solicitation.

The Bidder shall acknowledge agreement with each Amendment, if any, by inserting the Amendment in this section, signed by or on behalf of the Bidder.

C. Section Three: Bid Portions Requested to be Held Confidential

- i Any portion of the Bid that the Bidder requests be held confidential shall be listed in this section for independent review regarding confidentiality. For example: "the portion of Section 8 titled Member Satisfaction Survey". However, the Bid should not be broken apart such that the information requested to be held confidential is only found in this section; rather, such content should be included in the Bid in applicable sections, for efficient evaluation.
- ii For each portion of the Bid listed as considered confidential, the Bidder must identify the specific information considered confidential and fully comply with **OAC 260:115-3-9³** which additionally requires a Bidder to enumerate the specific grounds, based on applicable laws which support treatment of the information as exempt from disclosure and explain why disclosure is not in the best interest of the public.
- iii A Bid marked in total, as proprietary and/or confidential shall not be considered confidential. Likewise, unless specifically referenced otherwise, resumes, pricing, marketing materials, business references, Voluntary Product Accessibility Templates, additional terms proposed by a Bidder and subcontractor information are not confidential and are not exempt from disclosure under the Oklahoma Open Records Act. The foregoing list is intended to address information often marked confidential that is not exempt from disclosure and is not an exhaustive list.

³ OAC 260:115-3-9 is located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcqb8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

- iv **ANY INFORMATION MARKED AS CONFIDENTIAL AND EMBODIED ELSEWHERE IN A BID RATHER THAN LISTED IN THIS SECTION OF THE BID PACKET WILL NOT BE CONSIDERED CONFIDENTIAL AND WILL BE SUBJECT TO DISCLOSURE WITHOUT FURTHER REVIEW. THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR A CONFIDENTIALITY CLAIM. LIKEWISE, CONFIDENTIALITY CLAIMS OF A BIDDER WILL NOT BE CONSIDERED IF A BID DOES NOT COMPLY WITH REQUIREMENTS OF OAC 260:115-3-9 AND THE INFORMATION WILL BE SUBJECT TO DISCLOSURE PURSUANT TO STATE LAW.**

D. Section Four: Requested Exceptions to Terms

- i Any requested exception or revision to terms or conditions provided by the State shall be inserted in this section using the table provided at the end of these Bidder Instructions. If no exceptions or revisions are requested, the Bid should reflect that by either submitting the table with no additions to it or by inserting a page to denote this section is not applicable. Each requested exception or revision shall identify (i) the document and section reference of the specific affected term and (ii) either that the term is inapplicable and should be intentionally omitted or offer alternative language if the Bidder is requesting revision of the term. Some examples are provided on the table for illustrative purposes only and, if not deleted in a submitted Bid, will be disregarded.
- ii Use tracked changes to propose alternative language, added language or other revision. Requests not shown as tracked changes may be returned to the Bidder for compliance with this requirement and review will be delayed as a result.
- iii Each entry on the exceptions table must reference only one subsection or section (if there are no subsections). Including multiple subsections in one entry may result in the table being returned to the Bidder for compliance with this requirement and review will be delayed as a result.
- iv A clarification question is not an exception and any clarification included in this section will be disregarded.
- v If the Bid contains a copy of **master** terms between the Bidder and the State that the Bidder believes are applicable to the Acquisition, the Bidder need not take exceptions to the General Terms; however, the remainder of terms and contents of a document provided by the State including, without limitation, all attachments, appendices and exhibits remain applicable and are not supplanted by such **master** terms. Therefore, any exception to terms in the Solicitation or any other document related to the Acquisition, other than General Terms, must be included in this section as an exception.
- vi **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR EXCEPTIONS AND ANY EXCEPTION EMBODIED IN ANOTHER SECTION OF THE BID OR IN A FORMAT OTHER THAN THE PROVIDED TABLE WILL NOT BE CONSIDERED. LIKEWISE, AN EXCEPTION EXPRESSING ONLY GENERAL**

DISAGREEMENT WITH A TERM OR A GENERAL EXCEPTION TO ANY STATE TERMS OR CONDITIONS, WITHOUT SUGGESTED ALTERNATIVE WORDING OR IDENTIFYING THAT THE TERM SHOULD BE INTENTIONALLY OMITTED, WILL NOT BE CONSIDERED.

E. Section Five: Additional Bidder Terms

Any additional terms that the Bidder requests be applicable to the Contract shall be inserted in this section and shall be provided in Word format. **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR ADDITIONAL TERMS AND ANY SUCH TERMS NOT SUBMITTED IN THIS SECTION OF THE BID SHALL NOT BE CONSIDERED.** Should a Bidder be awarded a Contract, neither the State nor a customer shall be required to execute additional documents not included in a Bid. For example, if a Bidder typically uses an ordering document in connection with an acquisition, the ordering document template shall be included in the Bid.

F. Section Six: Master Terms between Bidder and State

A copy of any master terms, mutually executed by the Bidder and the State, that the Bidder believes are applicable to the Acquisition shall be inserted in this section. Any master terms not submitted in this section of the Bid shall not be considered.

G. Section Seven: Executive Summary

The Bidder's executive summary shall be inserted in this section. Marketing information, general company information and other similar information should be included in the executive summary. Avoid duplication of such information in other sections of the Bid; it unnecessarily lengthens the Bid and hinders efficient evaluation.

H. Section Eight: Response to Specifications and Requirements

- i.** The portion of the Bid to be inserted in this section shows the ability of the Bidder to meet or exceed any Acquisition specifications and requirements.
- ii.** If service level agreements are required, the proposed service level agreements shall be inserted in this section at a Bid Packet page referencing the proposed Service Level Agreements.
- iii.** If a Statement of Work is required, the proposed draft shall be inserted in this section at a Bid Packet page referencing the proposed Statement of Work.
- iv.** Waste Management Facilities, Transporters and Testing Facilities-Supplier must provide evidence of established working relationships with the RTSDF, transporters and testing facilities. If an existing working relationship does not exist between the successful supplier and any proposed RTSDF or transporter or testing facility, the successful supplier must provide written evidence of the RTSDF or transporter or testing facility willingness to provide subcontracting services under this contract. Evidence of an established working relationship may consist of any of the following: Letters of Agreement; Existing legal contract; completed uniform hazardous waste manifest; paid invoice with corresponding purchase order; evidence of a working relationship shall be no older than 365 days prior to solicitation closing date;
- v.** Supplier must list names and locations of all waste management facilities that will be used by the supplier to manage the waste stream. This includes, but not limited to transfer stations, consolidators, storage, and final facilities that will be used by the

supplier to handle and dispose of waste under this contract for each waste management method in Exhibit 1, Attachment 1 and Attachment 2.

- vi. Supplier must identify all approved haulers that will perform transportation under this contract in Exhibit 1, Attachment 4.
- vii. Supplier must provide a list of facilities that will perform waste sampling and analysis/testing in Exhibit 1, Attachment 3.
- viii. Bid must include all relevant permits and licenses-Supplier and all subcontractors under this contract must provide the following certificates, licenses, permits and identification numbers with the bid response. All applicable certificates, licenses and permits must correspond with information provided in Exhibit 1, Attachments 1 - 4.
 - a. Intrastate for-hire motor carrier license from the Oklahoma Corporation Commission
 - b. Intrastate private motor carrier license from the Oklahoma Corporation Commission
 - c. Regulated Interstate Single State Registration certification from the Oklahoma Corporation Commission or from one of other participating states
 - d. Unregulated Interstate Registration Certificate from the Oklahoma Corporation Commission
 - e. Deleterious Substance Transport Permit from the Oklahoma Corporation Commission
 - f. Hazardous Waste Registration and Permit from the Oklahoma Corporation Commission or from one of other participating states
 - g. Environmental Protection Agency Identification number from the Department of Environmental Quality
 - h. United States Department of Transportation number from the U.S. Department of Transportation for interstate transporter.

I. Section Nine: Pricing

Pricing associated with the Bid shall be inserted in this section and shall be in the required structure set forth above in Subsection 8.1, if any. Suppliers who submit a response are required to respond to Exhibit 1, Attachment 6: Category 1: Routine. Suppliers who submit a response may respond to Exhibit 1, Attachment 7: Category 2: Emergency and Rush Response Services.

J. Section Ten: Offer of Value-Added Products and/or Services

If a Bid includes an offer of value-added products and/or services, such offer shall be inserted in this section and include associated pricing and any other information relevant to such value-added offer. However, the State is not obligated to purchase value-added products or services.

K. Section Eleven: Financial Information

Any required financial and associated information shall be inserted in this section.

L. Section Twelve: Business References

As outlined in 8.1, any required business references and associated information shall be inserted in this section.

M. Section Thirteen: Additional Company Information

As outlined in 8.1., Any required additional company information shall be inserted in this section.

N. Section Fourteen: Third Party Vendor Information

Any required additional third party vendor information shall be inserted in this section.

9 Submission of Bid

9.1 IT IS THE BIDDER'S SOLE RESPONSIBILITY TO SUBMIT INFORMATION IN THE BID AS REQUESTED AND IN COMPLIANCE WITH THE OKLAHOMA CENTRAL PURCHASING ACT AND ASSOCIATED OAC TITLE 260 RULES⁴ INCLUDING WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11⁵. A submitted Bid is rendered as a legal offer and is required to be in strict conformity with these Bidder Instructions.

9.2 A Bid shall be submitted via email solely to OMESCPeBID@omes.ok.gov. Please note that it is possible a Bidder's email system may have limitations on the size of outgoing email attachments and plan accordingly for the entire Bid to be received by the Bid Response Due Date and Time. A Bid emailed directly to or cc'd to the Contracting Officer will not be reviewed by the Contracting Officer. In person, commercial carrier or facsimile submittals shall not be accepted. The subject line of the email Bid shall contain the following: Attention: [insert Contracting Officer name]; Solicitation Number and Bid Response Due Date and Time. The State is not responsible for incorrect link information or its inability to access a submitted Bid. Receipt of a Bid will generate an automatic notice that the Bid is received; if a Bidder believes a Bid has been sent but has not received a notice of receipt, the Bidder should contact the Contracting Officer at the email or phone number shown on the Bidder Instructions Cover Page. Receipt of the Bid by the State is the responsibility of the Bidder.

9.3 Unless otherwise specified in the Solicitation, (i) manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for informational purposes and not intended to limit competition and (ii) a Bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). Bidder shall offer new items of current design and technology unless the State specifies older models or versions, or used, reconditioned, or remanufactured products are acceptable. Warranties in either case should be the same. However, if a Bid is based on equivalent products, the Bid is required to state the manufacturer's name and

⁴ Oklahoma Administrative Code Title 260, Chapter 115 is located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

⁵ OAC 260:115-3-7 and OAC 260:115-3-11 are located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

number. The Bid shall also explain in detail how the proposed equivalent will meet the specifications and not be considered an exception thereto.

- 9.4** Reference to literature submitted with a previous Bid shall not satisfy a specification or requirement associated with the present Bid. Any previous solicitation or resultant contract shall not be depended upon, perceived or interpreted to have any relevance to the present Bid.
- 9.5** Bids shall remain a firm offer for a minimum of one hundred twenty (120) days after the Bid Response Due Date. Any usage amounts provided by the State are estimates and are not guaranteed to be purchased.
- 9.6** Unless specified otherwise, a Bidder shall submit a firm, fixed price for the term, including optional renewal terms, of the Contract. The Bidder guarantees unit prices to be correct.
- 9.7** In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price. Travel expenses include, but are not limited to, transportation, lodging and meals. Examples of other miscellaneous travel expenses are referenced in §10.14 of the Statewide Accounting Manual⁶.
- 9.8** A Bid containing early payment discounts may be evaluated when making an award. If a Bidder wishes to offer an early payment discount, the Bid must include available discount percentages for no less than ten (10) days payment, increasing in five (5) day increments up to thirty (30) days. The discount percentages shall be expressed in a half or whole percentage, with the minimum discount percentage being 0.5%. The State is not obligated to utilize an offered discount.
- 9.9** All costs incurred by the Bidder for Bid preparation and participation shall be the sole responsibility of the Bidder and the Bidder shall not be reimbursed for any such costs. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages in connection with the Bid.
- 9.10** For consistency of contract structure, certain State terms may be marked “Intentionally Omitted”. If so, no response is expected.
- 9.11** After review of a Bidder's submitted documents and information, the State may require additional terms for an Acquisition in which State or citizen data will be accessed, processed, stored or transmitted by a Supplier.
- 9.12** Each Bid is required to include relevant information for a designated contact to receive notice, approvals and requests.

10 Bid Withdrawal, Bid Change and Alternate Bid

- 10.1** Except as authorized by the State Purchasing Director after proof by the Bidder that a significant error by the Bidder exists in the Bid, a Bid may not be withdrawn after the Bid Response Due Date and Time. If the Bidder wishes to withdraw a Bid prior to the Bid Response Due Date and Time,

⁶ Statewide Accounting Manual is located at <https://omes.ok.gov/sites/g/files/gmc316/f/StatewideAccountingManual.pdf>.

the Bidder shall submit a written withdrawal request to the State Purchasing Director in accordance with OAC 260:115-3-13⁷ at the email address listed in Section 9 above.

10.2 Except as requested by the State, a Bid may not be changed after the Bid Response Due Date and Time. If the Bidder needs to change a submitted Bid prior to the Bid Response Due Date and Time, the Bidder shall withdraw the originally submitted Bid and a new Bid shall be submitted to the State by the Bid Response Due Date and Time in accordance with Section 9 and include the following statement on the superseding Bid cover page: **“THIS BID SUPERSEDES THE BID PREVIOUSLY SUBMITTED” AND “SUPERSEDING BID” MUST APPEAR IN THE SUBJECT LINE OF THE EMAIL.**

10.3 A Bidder may submit one or more Alternate Bids. Any Alternate Bid submitted shall be a complete Bid and shall be clearly identified as an Alternate Bid in the subject line of the email. If more than one Alternate Bid is submitted, the identification in the email subject line shall refer to Alternate Bid 1, Alternate Bid 2, etc.

11 Bid Rejection

11.1 The Bidder’s failure to submit required information may cause its Bid to be rejected. Additionally, a Bid received after the Bid Response Due Date and Time **SHALL BE DEEMED NON-RESPONSIVE AND SHALL NOT BE CONSIDERED unless the State Purchasing Director has authorized acceptance of Bids due to a significant error or incident that occurred which affected the receipt of a Bid.**⁸ Failure to comply with these Bidder Instructions may result in the Bid being disqualified from evaluation.

11.2 A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements. Other possible reasons for rejection of Bids are listed in OAC 260:115-3-5 and 260:115-7-32(h)⁹.

11.3 Attempts to impose unacceptable conditions on the State or impose alternative terms not in the best interest of the State may result in rejection of the Bid even if initially determined to be responsive or the State may cease any negotiations regarding the Bid.

11.4 Whenever the terms “shall”, “must”, “will”, or “is required” are used, the specification being referred to is a mandatory specification. Failure to meet any mandatory specification may cause rejection of a Bid.

11.5 Whenever the terms “can”, “may”, or “should” are used, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

12 Bid Public Opening

There will be no physical Bid openings. A public Bid opening, **which will disclose the name of each Bidder and no further information**, will be conducted on a per request basis via Zoom provided the

⁷ OAC 260:115-3-13 is located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00.

⁸ OAC 260:115-3-11

⁹ OAC 260:115-3-5 and 260:115-7-32 is located at:

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00.

Contracting Officer receives a written request no later than forty-eight (48) hours prior to the Bid Response Due Date and Time. Zoom information will be provided to anyone requesting a public Bid Opening.

13 Evaluation

- 13.1** A responsive Bid will proceed to the evaluation process. Unless the Solicitation specifies that “best value” criteria will be used to determine award, Bids shall be evaluated on “lowest and best” criteria.
- 13.2** Pursuant to OAC 260:115-7-32, Bidder past performance as a Supplier may be considered when evaluating a Bid.
- 13.3** Pursuant to 74 O.S. §85.44E, a Bid submitted by a service-disabled veteran business that does business in Oklahoma or maintains an Oklahoma office or place of business will be given a three-percentage point bonus preference in scoring the Bid.
- 13.4** The State reserves the right to require demonstrations, clarifications and additional documentation from any or all responding Bidders. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder’s team and to respond to questions regarding the Bid prior to award.

14 Competitive Negotiations of Offers

- 14.1** The State reserves the right to negotiate with none or one or more Bidders responding to the Solicitation and may negotiate any or all content of the Bid to obtain the best value for the State. Negotiations may be conducted in person, in writing or by electronic means and shall only be conducted with potentially acceptable Bids.
- 14.2** Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State’s risks. The State shall consider all issues arising from the Bid to be negotiable and will not be artificially constrained by Bidder internal corporate policies. Firms that contend a lack of flexibility because of corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered.
- 14.3** In the event of prolonged contract negotiations due to the number and/or significance of exceptions taken, lack of Bidder responsiveness or other failure to close contract negotiations, the State may, in its discretion, offer a successful Bidder a shorter contract term.
- 14.4** Terms, conditions, prices, methodology, or other features of the Bid 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 Bid.
- 14.5** Requirements and any terms marked as non-negotiable after the section title shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements or terms is in the best interest of the State.
- 14.6** The State may request a BAFO and shall determine the scope and subject of any BAFO request. However, the Bidder should not expect an opportunity to otherwise strengthen its Bid and should

submit its best Bid based on requirements herein. Any information offered outside the scope of the BAFO request will be disregarded.

15 Award of Contract

- 15.1** The State 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 to be in the best interest of the State.
- 15.2** In order to receive an award or payments from the State, a Bidder must be registered **as both a Bidder and as a Supplier** and must maintain the registration prior to any Contract renewal term. The registration process may be completed electronically at the following link: <https://omes.ok.gov/services/purchasing/vendor-registration>.
- 15.3** Pursuant to Oklahoma Attorney General Opinion No. 06-23, any Bidder that has assisted in preparing the Solicitation or developing the procurement terms, either directly or indirectly, is precluded from being awarded the Contract or from securing a sub-contractor that has provided such services.
- 15.4** Prior to award, the State may choose to request information from the Bidder to demonstrate its financial status and performance. If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company may also be required. The State reserves the right, in its sole discretion, to determine a Bidder's financial status and to withhold award to a Bidder who is not deemed financially responsible.
- 15.5** A notice of award may be in the form of a purchase order or other payment mechanism or in the form of a mutually executed contract.

BID PACKET SECTION FOUR: REQUESTED EXCEPTIONS TO TERMS
SOLICITATION NO. 090000440RW

Term & Section	Language
General Terms, Pricing (Section 5.2, pg. 7) EXAMPLE	Section 5.2 is deleted in its entirety and replaced with the following: Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price. Travel expenses include, but are not limited to, lodging, transportation and meal expenses.
Information Technology Terms, Appendix 1, Data Security (Section B.2, pg. 12) EXAMPLE	Section B.2 shall be modified to add the following: Customer is responsible for Personal Data encryption when solely in the Customer's possession.
Information Technology Terms, Source Code Escrow (Section 9, pg. 5) EXAMPLE	Section 9 is deleted in its entirety.