State of Oklahoma
Department of Central Services
Central Purchasing

Solicitation

1. Solicitation #: 0250000194

2. Solicitation Issue Date: 6/5/2012

3. Brief Description of Requirement:

GROUND MAINTENANCE SERVICES FOR MUSKOGEE ARMED FORCE RESERVE CENTER

THERE WILL BE A MANDATORY PRE-BID CONFERENCE/ON-SITE INSPECTION HELD AT 10:00AM, WEDNESDAY, JUNE 13, 2012 AT THE MUSKOGEE AFRC AT 6800 SOUTH CHEROKEE STREET, MUSKOGEE, OK 74403. ALL RESPONDING BIDDERS ARE REQUIRED TO ATTEND
All inquiries must be submitted in the form of questions or requests for clarification. Such questions or requests for clarification must be submitted via e-mail and received on or before 3:00pm (CST) on Monday, June 18, 2012. Question or requests for clarifications received by telephone or by fax or received after 3:00pm (CST) Monday, June 18, 2012 will not be accepted, reviewed, or receive a response.

4. Response Due Date[1]: 06/20/2012 **Time**: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO:

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

U.S. Postal Delivery:

Department of Central Services, Central Purchasing
P.O. Box 528803,
Oklahoma City, Oklahoma 73152-8803

6. Solicitation Type (check one below)**:**

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

7. Shipping Location:

8. Contracting Officer:

Name: Jacob M. Charries
Phone: (405) 522-1040
Email: Jacob_Charries@dcs.state.ok.us

[1] Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

State of Oklahoma
Department of Central Services
Central Purchasing

Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) ***MUST*** *be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** 0250000194

2. **Bidder General Information:**

FEI / SSN : _____ VEN ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: ____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit[1]:**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: _____

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

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)[2]

_____ _____
Authorized Signature Date

_____ _____
Printed Name Title

[1] For frequently asked questions concerning Oklahoma Sales Tax Permit, see http://www.tax.ok.gov/faq/faqbussales.html
[2] For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html

State of Oklahoma
Department of Central Services
Central Purchasing

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

NOTE: *A certification shall be included with any competitive bid and/or contract exceeding $5,000.00 submitted to the State for goods or services.*

Solicitation or Purchase Order #: 0250000194

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.

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	

GENERAL PROVISIONS

1. DEFINITIONS

1.1. "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;

1.2. "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;

1.3. "Bidder" means an individual or business entity that submits a bid in response to solicitation;

1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and

1.5. "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

2. BID SUBMISSION

2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed "Responding Bidder Information", DCS-FORM-CP-076, and any other forms required by the solicitation.

2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

2.4. All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.

2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

3. SOLICITATION AMENDMENTS

3.1. If an "Amendment of Solicitation", DCS-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.

3.3. It is the Bidder's responsibility to check the DCS/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

4. BID CHANGE

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

5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By submitting a response to this solicitation:

5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

5.1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

6. BID OPENING

Sealed bids shall be opened by the Central Purchasing Division at the Department of Central Services, Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

7. BIDS SUBJECT TO PUBLIC DISCLOSURE

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. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

8. LATE BIDS

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

9. LEGAL CONTRACT

9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.

9.2. The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.

9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

10. PRICING

10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

10.2. Bidders guarantee unit prices to be correct.

10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

11. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS

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

12. CLARIFICATION OF SOLICITATION

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

13. REJECTION OF BID

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

14. AWARD OF CONTRACT

14.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.

14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

14.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the DCS website at the following link: https://www.ok.gov/dcs/vendors/index.php.

15. CONTRACT MODIFICATION

15.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.

15.2. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

16. DELIVERY, INSPECTION AND ACCEPTANCE

16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

17. INVOICING AND PAYMENT

17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

18. TAX EXEMPTION

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

19. AUDIT AND RECORDS CLAUSE

19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

20. NON-APPROPRIATION CLAUSE

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

21. CHOICE OF LAW

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

22. CHOICE OF VENUE

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

23. TERMINATION FOR CAUSE

23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

24. TERMINATION FOR CONVENIENCE

24.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

25. INSURANCE

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

26. EMPLOYMENT RELATIONSHIP

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

27. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007

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

28. COMPLIANCE WITH APPLICABLE LAWS

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

29. SPECIAL PROVISIONS

Special Provisions apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

PERFORMANCE WORK STATEMENT
FOR
GROUNDS MAINTENANCE SERVICES

Oklahoma Military Department
3515 Military Circle
Oklahoma City, Oklahoma 73111-4398

PERFORMANCE WORK STATEMENT
FOR
GROUNDS MAINTENANCE SERVICES

1. DESCRIPTION OF SERVICES. The contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that grounds maintenance is performed at **Muskogee Armed Force Reserve Center** (herein after "AFRC) in a manner that will maintain healthy grass, trees, shrubs, and plants and present a clean, neat, and professional appearance. The approximate measurements for these tasks are listed in Appendix A. The Muskogee AFRC is located at 6800 South Cherokee Street, Muskogee Oklahoma, 74403.

1.1. MAINTAIN IMPROVED GROUNDS.

1.1.1. Mow Improved Grounds. Grass shall be cut in the areas of improved grounds as indicated in Appendix B. Grass clippings shall be removed or mulched when visible after mowing. Contractor shall maintain the growth of grass height on improved grounds between 1 to 4 inches depending upon the type of grass. The height is a guideline for a neat and professional appearance. All improved grounds shall look well manicured at all times.

* Kentucky Blue Grass, St. Augustine - 2 to 3 in.
* Tall Fescue - 2.5 to 3.5 in.
* Bermuda Grass - 1 to 1.5 in.
* Zoysia Grass - 1 to 1.5 in.

1.1.2. Edging. Sidewalks, driveways, curbs, and other concrete or asphalt edges located in the improved grounds areas shall be edged at least every other mowing. Areas that require edging are shown in Appendix B. Edging shall include removal of vegetation from cracks in sidewalks, driveways, and curbs within .5 inch of the edged surface and to a depth of 2.0 inches. This work involves sidewalks, driveways, and curbs in areas indicated in Appendix B.

1.1.3. Trimming. Grass and weeds shall be trimmed around trees, shrubs, buildings, fences, poles, posts, fire hydrants, parking lot bumper blocks, boulders, and other fixed obstacles. Trimming height shall match surrounding area grass heights. This task involves all improved grounds as shown in Appendix B. All areas shall be trimmed concurrent with mowing. Damage to trees and shrubs from trimming shall be repaired by the contractor. If a plant should die or become unhealthy due to damage, the contractor will be responsible for replacing the damaged plant with a plant of same size and type. Plant replacement shall occur within 15 days of noticed damage.

1.1.4. Irrigation. Areas requiring irrigation are identified in Appendix B. All improved areas shall receive sufficient amounts of water, as necessary to present a uniform green color without browning or barren areas resulting from lack of water. The contractor shall provide watering hoses and portable watering devices for irrigating areas that do not have sprinkler systems. Watering will be limited to flower beds and trees.

1.1.5. Remove Debris/Police Grounds. The contractor shall perform general litter patrol in all areas identified in Appendix B. Responsibilities shall include, but not be limited to, the removal and disposal of all natural debris, (tree limbs, dry brush, rodent habitats, dead animals, etc.), and man-made debris. Contractor shall police areas once per month**.** During the fall months, fallen leaves shall be removed monthly from those areas indicated in Appendix B. At other times leaves shall be removed as necessary. Dispose of all debris at an off-facility location in accordance with existing local, state, and federal regulations.

1.1.6. Repair Damaged Areas. Areas damaged by contractor vehicles, erosion, drought or insect/diseases shall be seeded, sprigged, or sodded to meet the standards of surrounding areas. Other than lawn areas will be repaired to match the surrounding area.

1.1.7. Apply Fertilizer and/or Lime. The contractor shall perform an effective commercial fertilizer/lime application program for all improved grounds. Approved fertilizers/lime shall be applied in accordance with the manufacturer's instructions. The type and amount or fertilizer or lime applied shall be based on results of a soil test. Soil tests shall be conducted by the state land management university or equivalent commercial soil laboratory; such tests are the responsibility of the contractor.

1.1.8. Perform Pest Identification and Control. During performance of grounds maintenance services, identify pests and perform pest control. The contractor shall develop an Integrated Pest Management Plan (IPM) for approval. The IPM plan will require the contracting officer's approval. The contractor's IPM plan shall establish the strategy and methods for conducting a safe, effective, and environmentally sound pest management program. Treatment of pests that may damage any portion of grounds shall be in accordance with federal, state regulations. Any pesticides shall be applied by State of Oklahoma certified personnel.

1.1.9. Aerate Soil. Aerate soil on the areas of improved grounds as indicated in Appendix B to maintain grounds in a healthy state.

1.2. EMERGENCY AND SPECIAL EVENT SERVICES. Upon notification by the contracting officer through the issuance of a delivery order, the contractor shall perform emergency or special event grounds maintenance required in areas covered under this contract. Upon notification of an emergency, the contract manager shall respond within one (1) hour to meet with the contracting officer and COR and initiate emergency services. Upon receiving direction by the contracting officer, contractor personnel shall begin emergency work within two hours. The contracting officer will notify the contractor as soon as a special event requirement is known, but no less than 24 hours prior to the event.

1.3. MAINTAIN SEMI-IMPROVED GROUNDS.

1.3.1. Mow Semi-Improved Grounds. Grass cutting shall be accomplished in the areas of semi-improved grounds as indicated in Appendix B. Contractor shall maintain grass on semi-improved grounds as set forth in Appendix B from 4 to 14 inches in height. Grass on airfield areas shall be cut as per the schedule approved by the base operations manager. The contractor must submit the schedule for approval within 10 days of the start of the contract.

1.3.2. Perform Vegetation Control. The contractor shall maintain selected semi-improved grounds to prevent fire hazards or for security reasons. Vegetation in these areas, shown in Appendix B, shall be mowed to remain between 4 and 12 inches.

1.4. MAINTAIN TREES/SHRUBS/HEDGES.

1.4.1. Trimming/Pruning. Contractor shall prune trees in improved and semi-improved areas on a 3 to 5 year pruning cycle. Pruning shall be accomplished in accordance with industry (ANSI Z133.1 - 1994) standards. Class II medium pruning shall be used in general on all trees. Class IV pruning shall be used only for lifting, removal, and/or cutback of branches that conflict with normal traffic or safety in the vicinity of the trees. Minimum safety clearance is 14 feet over streets, 12 feet over driveways, 8 feet over walk areas, and 4 feet from buildings. Other trees shall be pruned on an as-required basis to provide safety, clearances and/or to prevent structural damage. Topping and de-horning shall not be permitted. Trimming/pruning of trees around utility poles/power lines is the responsibility of the contractor. Notify the COR/Facility Manager when trimming/pruning around utility poles/power lines is needed. Shrubs, small trees, and other plants shall be maintained according to the American Society of Landscape Architect's standards. They shall be pruned as required to maintain their natural growth characteristics. Shrubs and small trees shall be trimmed and pruned to enhance the beauty and health of the plant. Hedges shall be maintained to their natural mature height and shape. Broadleaf evergreens and flowers beds shall be pruned annually or as required maintaining clearances of minimum of 3 inches from buildings, sidewalks, or other obstructions.

1.4.2. Maintain Bedding and Planted Areas. Fertilize, water, edge, eliminate weeds, maintain mulch, and repair or replace damaged plants in shrub and plant beds as identified in Appendix B. All weeds shall be removed or eradicated manually or mechanically, but not chemically.

1.5. MAINTAIN IRRIGATION SYSTEM: N/A

1.6. PERFORM SNOW/ICE REMOVAL.

1.6.1. Basic Services. The contractor shall remove snow and ice from all paved areas, sidewalks, steps, stairs, landings, and entrance ramps as shown in Appendix B. The contractor shall ensure a pathway of 3 feet wide is free of snow accumulation, piles, or drifts by removing all snow and ice from sidewalks, steps, landings, and entrance ramps. The contractor shall remove snow, including drift or piles, from all remaining paved surfaces such as roads, and parking lots, as shown on the map in Appendix B. The Facility Manager/COR will contact the contractor to activate snow/ice removal operations. The general guidelines for activation of the snow/ice removal operations are: snow in Priority 1 areas (Appendix B), shall be removed when accumulation exceeds two (2) inches or within four (4) hours after snowfall stops; for areas identified as Priority 2 (Appendix B), the contractor shall remove snow when accumulation reaches four (4) inches or within eight (8) hours after the snowfall stops. This may require

multiple snow/ice removals each day. When snowfall is heavy or accumulations become excessive, the contractor must place excess snow in accumulation points identified in Appendix B.

1.6.1.1 General Priority of Work (May change to meet mission/situation requirements)

1.6.1.1.1 Remove snow/ice from roadways entering the facility, roadways on the North side, and roadway on the North side going to the military equipment parking area.

1.1.6.1.2 Remove snow/ice from parking area on the West side to allow for Soldier Parking.

1.1.6.1.3 Remove snow/ice from West side entry sidewalk and landing to allow access to the facility.

1.1.6.1.4 Remove snow/ice from fire exit door area and sidewalks leading to/from fire exits.

1.1.6.1.5 Remove snow/ice from dock ramps.

1.1.6.1.6 Remove snow/ice from roadways on the East side of the facility.

1.1.6.1.7 Remove snow/ice form parking area on East side to allow for Soldier Parking.

1.6.1.1. Remove Ice. The contractor shall immediately remove ice to provide secure footing or safe driving conditions by the snow removal operation, or by sanding with washed sand. The contractor will provide all sand material and shall remove and dispose of excess sand accumulation. Ice Melt (magnesium chloride) may be used on sidewalks and entrances. Use in parking lots and roadways require approval of the Facility Manager or COR. Salt for de-icing is generally not an acceptable means except in emergencies. Contractor will seek approval of facility manager or COR prior to applying salt to any concrete/asphalt surface.

1.6.1.2. Sand Barrels. The contractor shall provide, maintain, and place sand barrels in areas identified in Appendix B. The contractor is responsible for all tools, equipment, and sand material required. The COR/Facility Manager shall approve the sand barrels prior to placement. The contractor shall keep the barrels full of sand material throughout the winter season. The contractor shall replace or repair any damaged barrels or lids within one (1) day after contracting officer or COR notifies the contractor. The contractor shall keep the area in and around the sand barrels clean. The contractor will dispose of all trash and debris found in those areas.

2. SERVICE DELIVERY SUMMARY. The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	SOW Para	Performance Standard	AQL
Maintain Improved and Semi-Improved Grounds	1.1 and 1.3	Grass is maintained within proper height for its area. Sod does not need to be replaced. Sod is healthy and looks well maintained	Customer complaints shall not exceed 3 per month
Maintain Trees, Shrubs, Broadleaf Evergreens, Hedges, and Perennial Flowers	1.4	Trees, plants, hedges, flowers, flourish and do not need to be replaced. They have adequate drainage and mulch. They do not show any sign of disease or pests and appear healthy. They are pruned properly and in a timely manner. They are trimmed properly. Bedding is mulched and free of weeds, grass, and debris. Fertilizer and soil amendments are applied. Soil is aerated;	Customer complaints shall not exceed 2 per month.
Maintain Irrigation System and Replace Parts	1.5	Irrigation system functions properly.	System Functions 95% of time.
Remove Snow & Ice	1.6	Snow and ice is removed and does not accumulate. Paved areas are safe for the vehicle or pedestrian traffic intended. Areas have adequate de-icing material for the conditions.	Customer complaints shall not exceed 2 for each month it snows.
Maintain Sand Barrels	1.6.1.2	Barrels are in their correct locations. Barrels are adequately filled. Area surrounding barrels is neat in appearance.	Requirements met 95% of time
Police	1.1.5	Grounds are free of trash and litter.	Customer complaints

Grounds of Trash and Litter			shall not exceed 4 per month.
Pest Control .	1.1.8	Pest control plan is reviewed and pests are controlled. Pesticide usage is reported to base officials	Customer complaints shall not exceed 4 per month.

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES. Appendix C

4. GENERAL INFORMATION.

4.1. QUALITY CONTROL. The contractor shall develop, submit for contracting officer approval, and maintain a quality program to ensure grounds maintenance services are performed in accordance with established standards of Professional Grounds Management Society (PGMS), National Arborist Association, American Society of Landscape Architects, and the local county extension office. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. As a minimum the contractor shall develop quality control procedures addressing the areas identified in paragraph 2, Service Delivery Summary.

4.2. QUALITY ASSURANCE. The government will periodically evaluate the contractor's performance in accordance with the Quality Assurance Surveillance Plan.

4.3. GOVERNMENT REMEDIES. The contracting officer shall follow FAR 52.212.4, Contract Terms and Conditions-Commercial Items, for contractor's failure to perform satisfactory services or failure to correct non-conforming services.

4.4. HOURS OF OPERATION. The Norman AFRC is open 0700-1600, Tuesday through Friday.

4.5. SECURITY REQUIREMENTS.

4.6. PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE NATIONAL COMMAND AUTHORITY OR OVERSEAS COMBATANT COMMANDER. Services may be curtailed during declared emergencies.

4.7. GENERAL PROVISIONS.

4.7.1 All persons employed to perform these services shall be employees of the Contractor, well-trained in cleaning and basic sanitation. The Contractor shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the Oklahoma Military Department. No person shall be allowed on the property who is not directly

involved in the performance of the janitorial services. If the Program Manager or Contract Manager notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent from the Oklahoma Military Department.

4.7.2 Nondiscrimination and Workplace Safety. The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules or regulations may result in termination of this contract.

4.7.3 Environmental Protection. The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. In accordance with reporting requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the Oklahoma Military Department and applicable governmental agency. Any required Material Safety Data Sheets will be maintained in a binder on site and shall be available for review by the Oklahoma Military Department at all times. Chemicals are to be stored in the proper manner required by law. A violation of applicable laws, rules or regulations may result in termination of this contract. Please see Appendix D, Section 6 for further environmental requirements.

4.7.4 Equipment and Supplies. All equipment and supplies required to carry out operations within the scope of this contract shall be provided by the Contractor. Equipment must be maintained in good operating condition and must conform to NFPA, UL, ANSI, OSHA and any other safety standards in effect at the time of use.

4.7.5 The Contractor shall be required to verify that criminal background checks have been conducted on all individuals working on or having access to the premises prior to start of employment. Any prospective employee convicted of a felony or any type of misdemeanor involving money, fraud, or deceit within ten (10) years prior to the prospective start date of employment will not be allowed to perform services at the AFRC. Verification of employee background checks shall be provided to the Contract Administrator.

4.7.6 Contractor agrees that any information received by Contractor or his/her employees during the course of the work specified in this agreement which concerns the personal, financial or other affairs of the Oklahoma Military Department, the United States Army Reserve and its employees shall be kept in full confidence and shall not be revealed to any other person, firm, organization or other entity.

4.7.7 No unauthorized person or persons shall accompany contractor's personnel while conducting work under this contract.

4.7.8 The initial term of the grounds maintenance contract shall be from 01 July, 2012, through 30 June, 2013, with an option to renew for up to four (4) additional twelve (12) month period provided, however, that any contract extension shall be under the same prices, terms, and conditions identified in the contract, and shall be agreed to, in writing, by the State and the Independent Contractor. Renewal of the contract, relative to the option year, will become effective on 01 July, 2013. The

period of performance under the initial contract term and under any extension (option year) shall be conditioned upon the receipt of funds and satisfactory performance during prior years as determined by the Oklahoma Military Department. This contract is subject to the availability of funds.

4.7.9 The contract to be awarded will be a fixed price agreement and will require services to be performed by one selected contractor. The contractor will designate one person who will be responsible for all activities required to fulfill the specifications of said contract. This individual shall be vested with the authority to make decisions and commitments on behalf of the contractor during performance of the contract.

4.7.10 All persons employed to perform these services shall be employees of the Contractor, well-trained in landscape maintenance, in the operation of mechanical equipment, and other services required of this contract. The Contractor shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the Oklahoma Military Department. No person shall be allowed on the property who is not directly involved in the performance of the janitorial services. If the Program Manager or Contract Manager notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent from the Oklahoma Military Department.

4.7.11 Day to day operating problems encountered shall be worked out with the Muskogee Armed Forces Reserve Center Facility Manager. If problems cannot be resolved at this level, the problem shall be addressed to the Program Manager. It should be noted that the Facility Managers or personnel occupying the building cannot change, delete, add to or alter the contract requirements. All changes must be processed through the Program Manager and finalized by written Change Order to the contract.

4.8. PARTNERING AGREEMENT. The contracting officer may require a partnering agreement between the government and the contractor to ensure joint cooperation and a sound partnership of all parties involved in the execution of this contract. Partnering is the creation of a government-contractor relationship that promotes achievement of mutually beneficial goals. It involves an agreement in principle to share the risks involved in completing the project and to establish and promote a nurturing partnership environment. Representatives from each organization are encouraged to participate in developing the partnering agreement. Suggested representation is the civil engineer manager, the COR, the government contract administrator, the contractor's manager, and the contractor's quality control person. All costs for the partnership agreement should be shared equally between the government and contractor. This group is responsible for developing a formal partnering agreement that should be signed by all parties involved. The agreement should contain as a minimum: specific goals to be reached and a list of objectives to reach the goals, a set of metrics to evaluate the objectives, a frequency for meetings to review the metrics, and a statement of cooperation to execute the terms of the agreement.

5. APPENDICES.

A. Estimated Workload Data

B. Maps and/or Site Plans

C. Government Furnished Property/Services/Equipment

D. Environmental Contract General Requirements

APPENDIX A

ESTIMATED WORKLOAD DATA

ITEM	NAME	ESTIMATED QUANTITY	
1	Pest Control Program	13	Months
2	Improved Grounds	13	Acres
3	Semi-improved Grounds(Include Unimproved Grounds)	13	Acres
4	Airfield grounds	N/A	Acres
5	Vegetation Control	13	Acres
6	Edging	8,800	Lineal feet
7	Trimming	6,500	Lineal feet
8	Maintain Bedding Areas and flower beds	2,100	Square yards
9	Prune trees	____	Acres
10	Snow/Ice Removal Of:		
10a	Roads/Parking Lots	9,500	Square yards
10b	Parking lots	11,900	Square yards
10c	Airfield pavements	N/A	Square yards
10d	Sidewalks	620	Square yards
10e	Stairs and landings	1800	Square yards
10f	Ramps	70	Square yards
11	Areas without Irrigation Systems that require manual watering techniques	6	Acres
12	Irrigation systems	N/A	Lineal feet
13	Police grounds	17	Acres
14	Mulched areas	_____	Square yards
15	Aerate soil	11.5	Acres
16	Fertilized and add soil amendments	6	Acres
17	Special events and emergencies	_____	Units

APPENDIX B

MAPS AND/OR SITE PLANS

IMPROVED GROUNDS (TAB 1)

VEGETATION/FIRE CONTROL AREAS (ID GRASS HEIGHT REQUIREMENTS) N/A

EDGING & TRIMMING (TAB 2)

POLICING GROUNDS (TAB 3)

AREAS W/O IRRIGATION SYSTEMS (REQUIRE CONTRACTOR WATERING) (TAB 4)

PLANTED BEDDING & MULCHED AREAS (TAB 4)

SNOW/ICE REMOVAL AREAS (IDENTIFY PRIORITY) (TAB 5)

WATER LOCATIONS (TAB 6)

TREE & FORRESTATION LOCATIONS (TAB 4)

AUTHORIZED GATE ENTRY POINTS (TAB 6)

APPENDIX C

GOVERNMENT FURNISHED PROPERTY/SERVICES/EQUIPMENT

1. Potable Water from outside spigots.

2. Electrical Service from outside electrical outlets (120V).

APPENDIX D

Environmental Contract General Requirements

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

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

6.2 Environmental Management System (eMS): The contractor shall perform work under this contract consistent with the relevant policy and objectives established by the Oklahoma Army National Guard (OKARNG) eMS as applicable for your contract. eMS is the management system the OKARNG uses to implement the Adjutant General's Environmental Policy and is conformant with the ISO 14001, an industry best practices standard. All employees and contractors must know the contents of the Adjutants General Environmental Policy, have that policy readily available, and have had awareness training before conducting site work. The Environmental Policy and eMS Awareness Training are both available for public viewing at www.ok.ngb.army.mil. In addition, the contractor shall ensure their employees are aware of the roles and responsibilities identified by the current OKARNG Adjutant General environmental policy statement and how these requirements affect their work performed under this contract. Furthermore, if an employee or contractor manages an activity that could have a significant environmental impact, that person must also know how to properly manage that activity. The contractor shall perform work in a manner that conforms to all appropriate Environmental Management Programs and Operational Controls identified by the OKARNG eMS, and provide monitoring and measurement information as necessary for the organization to address environmental performance relative to the environmental, energy, and transportation management goals as provided in Executive Order 13423.
In the event an environmental nonconformance or non compliance associated with the contracted services is identified, the contractor shall take corrective and/or preventative actions. In the case of a noncompliance, the contractor shall respond and take corrective action immediately. In the case of a nonconformance, the contractor shall respond and take corrective action based on the time schedule established by the OKARNG eMS Management Representative or their designee.

6.3 Protection of Land Resources: It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this contract be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. Insofar as possible, the

contractor shall confine his construction activities to areas defined by the plans or specification, to the areas to be cleared for other operations, or to quarry, borrow or waste areas indicated on the plans. At the onset of borrow excavation, topsoil shall be saved, leveled or trimmed to regular lines and shaped to provide a neat appearance. In all instances the restored area shall be well drained, so as to prevent the accumulation of stagnant water. Except in areas marked on the plans to be cleared, the contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without written approval.

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

6.4 Protection of Water Resources:

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

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

6.4.2.1 General Permit for Storm Water Discharges for Construction Activities: Any contractor performing a construction activity, including clearing, grading, and excavating, which results in the disturbance of one or more acre of land, requires submission of a Notice of Intent (NOI) to apply for coverage under the Oklahoma Department of Environmental Quality (ODEQ) current General Permit for Storm Water Discharges for Construction Activities within the State of Oklahoma, and subsequently submit a *Notice of Termination (NOTwhen the activities are complete .* Construction projects subject to coverage through the permit are required to have a Storm Water Pollution Prevention Plan (SWP3). SWP3s will be developed in accordance with (IAW) the National Pollutant Discharge Elimination System (NPDES) Permit and IAW the Oklahoma Pollutant Discharge Elimination System (OPDES) requirements. The intent of the SWP3 is to identify potential sources of pollution at a facility and to identify the Best Management Practices (BMPs) that will reduce contaminants in storm water runoff

discharging to state waters. The plan must be updated when any significant change occurs at the facility that would potentially affect the quality of storm water runoff. The SWP3s shall be prepared IAW good engineering practices and IAW the factors outlined in the activity's permit. The contractor will maintain copies of the SWP3 at each applicable facility and will make it available to regulators upon request. Detailed content requirements of construction activity SWP3s are identified in current General Permit for Storm Water Discharges for Construction Activities within the State of Oklahoma and include:

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

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

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

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

6.5 Protection of Cultural Resources

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

6.5.2 Inadvertent Discoveries: In the event of an inadvertent discovery, the contractor shall immediately take the following steps: Cease ground-disturbing activity when possible Native American historical artifacts, human remains, or burials are observed or encountered, report any observations or discoveries of Native American historical artifacts, human remains, burials, or features immediately to the Unit Commander or Facility Manager at the site and the Contracting Officer, do not resume ground-disturbing activity at the discovery location until directed by the Unit Commander , Facility Manager, and the Contracting officer . Contractor must comply with orders from Unit Commander or Facility Manager to secure the discovery location(s).

6.6 Protection of Fish and Wildlife: The Contractor shall at all times perform all work and take such steps as required to prevent any interference or disturbance to fish and wildlife. The contractor will not be permitted to alter water flow or otherwise disturb native habitat adjacent to the project area which, in the opinion of the Contracting Officer, is critical to fish or wildlife. The contractor shall not foul or pollute the land, air, or water. Critical Habitat will be identified by NGOK-ENG-ENV, once identified the contractor will make every effort to protect critical habitat.

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

6.8 Air Quality:

6.8.1. Fugitive Dust Control: "No person shall cause or allow the discharge of any visible fugitive dust emissions beyond the property line of the property on which the emissions originate…" as stated in OAC 252:100-29 (ODEQ air regulations are presented in OAC Title 252 Chapter 100 Air Pollution Control). As such, the contractor will be required to maintain all excavations, embankments, stockpiles, haul roads and permanent access roads (unpaved or dust-laden paved roads), plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others. An approved immediate measure is to reduce vehicle speeds. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. Occupied areas within buildings shall be protected by temporary partitions or dust barriers during demolition and construction process.

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

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

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

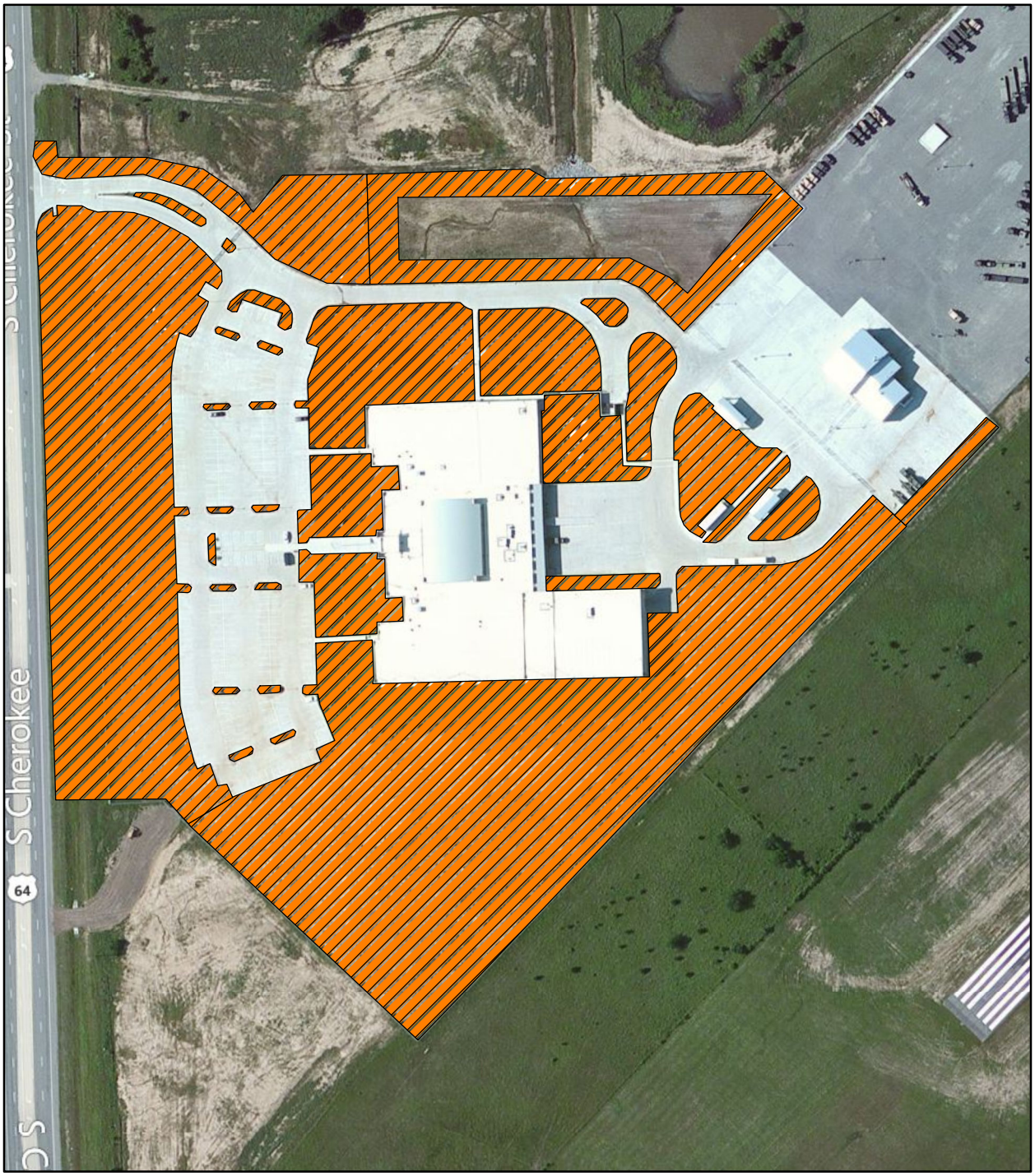
6.10 Pesticides (Insecticides, Fungicides, Herbicides, Etc.): The contractor will:
(1) ensure application of all pesticides be accomplished in accordance with and by applicators licensed, certified , and insured in accordance with the OAC 35:30-17 and the current Oklahoma Department of Agriculture, Food and Forestry's Combined pesticide law & Rules;
(2) Have state commercial certification and licensing in the category or categories of work to be performed:
(3 Show proof of liability insurance, state pesticide applicator licensure, and state pesticide applicator certification;
(4) Use only EPA and state registered pesticides;
(5) Furnish legible copies of specimen labels and the MSDS of all pesticides proposed for use and notify the NGOK-ENG-ENV Pest Management Coordinator at least 48 hours prior to a pesticide application;
(6) Prepare, submit, and maintain daily pest management records and reports for each pest management service provided to include surveillance, non-chemical controls and pesticide applications. Ensure records are accurate and complete. Ensure records include: the installation name, pesticide common name from the label of the pesticide that was applied, pesticide formulation, EPA Registration Number, target pest, the type of application operation (e.g. fogging, baiting, dusting, barrier, surveying) and final concentration applied, the amount of final spray or dry formulation applied, date of application, location of the service (building number, room number, training area, etc. that accurately identifies the location), the amount of area treated, the pounds of active ingredient applied, the name of the licensed applicator, the certified applicator's name and certificate number, and the labor time for the pest control operation. Within 72 hours of application or service, furnish the NGOK-ENG-ENV Pest management Coordinator the above listed information along with a completed DD Form 1532-1 and DD Form 1532;
(7) Utilize integrated pest management practices and techniques;

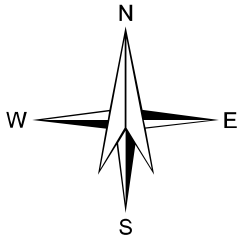
(8) Ensure. delivery and storage of pesticides will be monitored by certified personnel to ensure the adequacy of containers and the safe storage of toxic materials:
(9) Ensure. disposal of containers and chemicals will be monitored to prevent pollution of natural drainage systems.

6.11 Noise

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

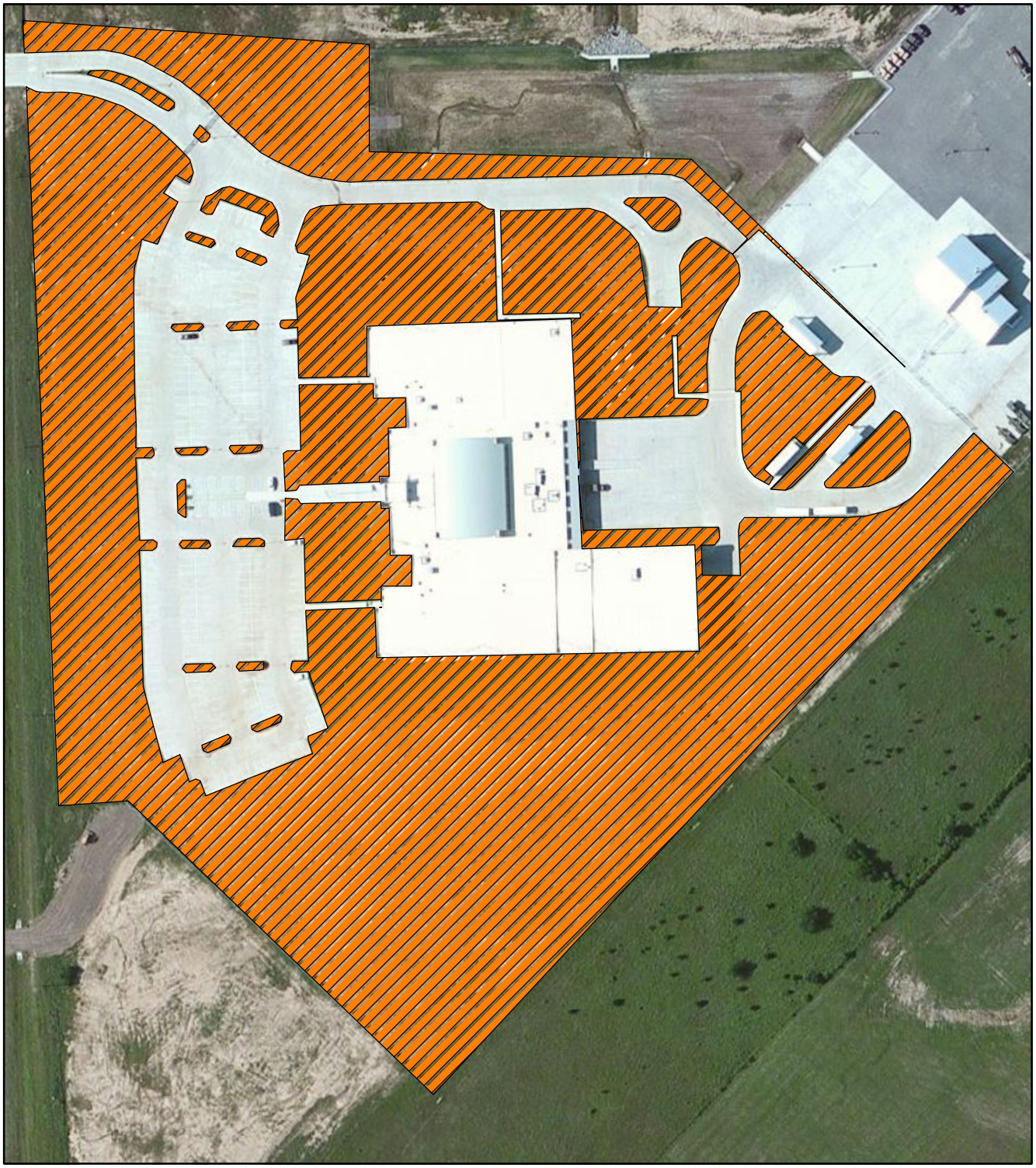
Improved Grounds
Muskogee AFRC

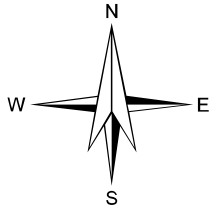




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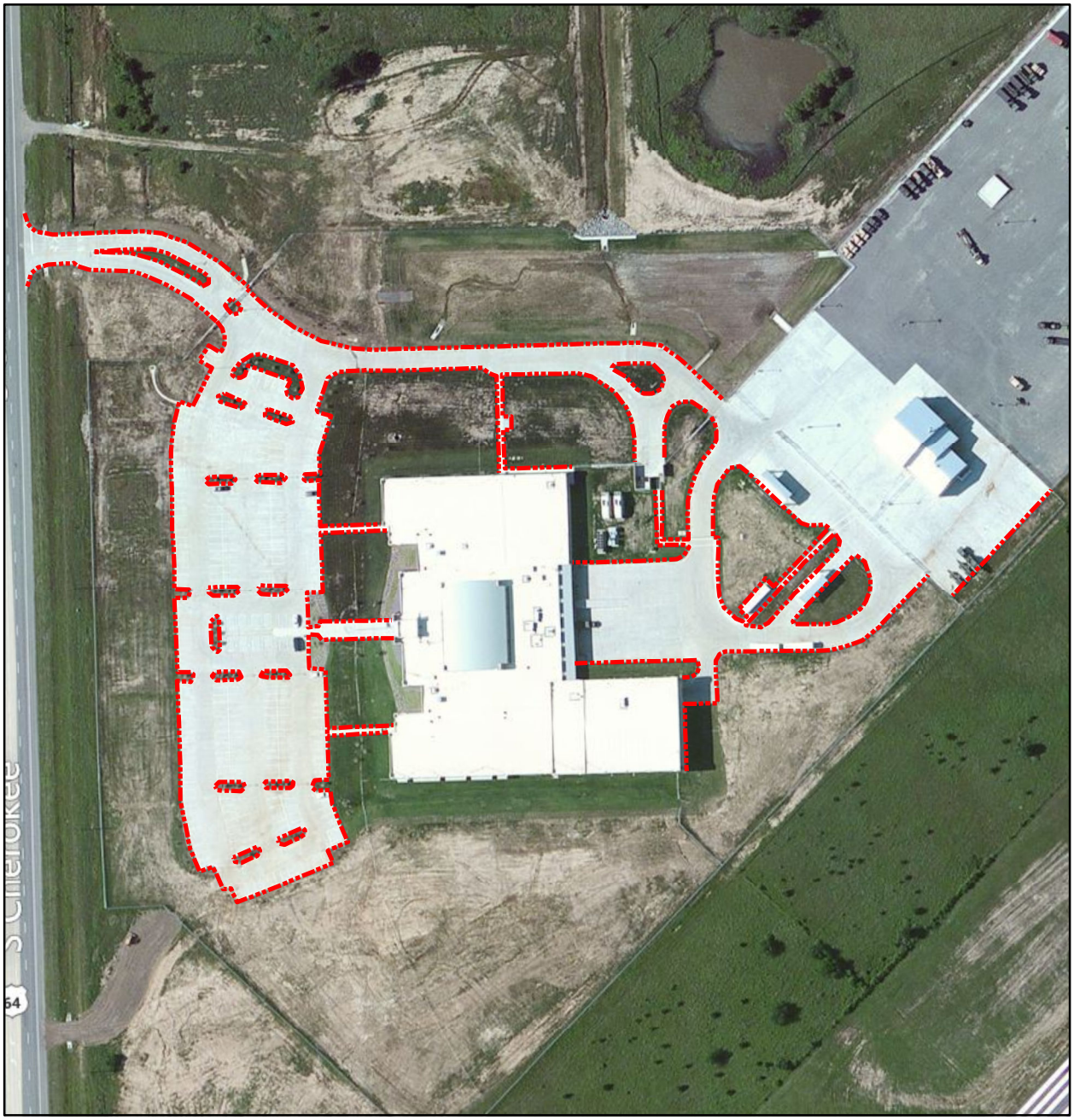
Aerate Soil
Muskogee AFRC

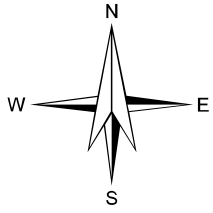




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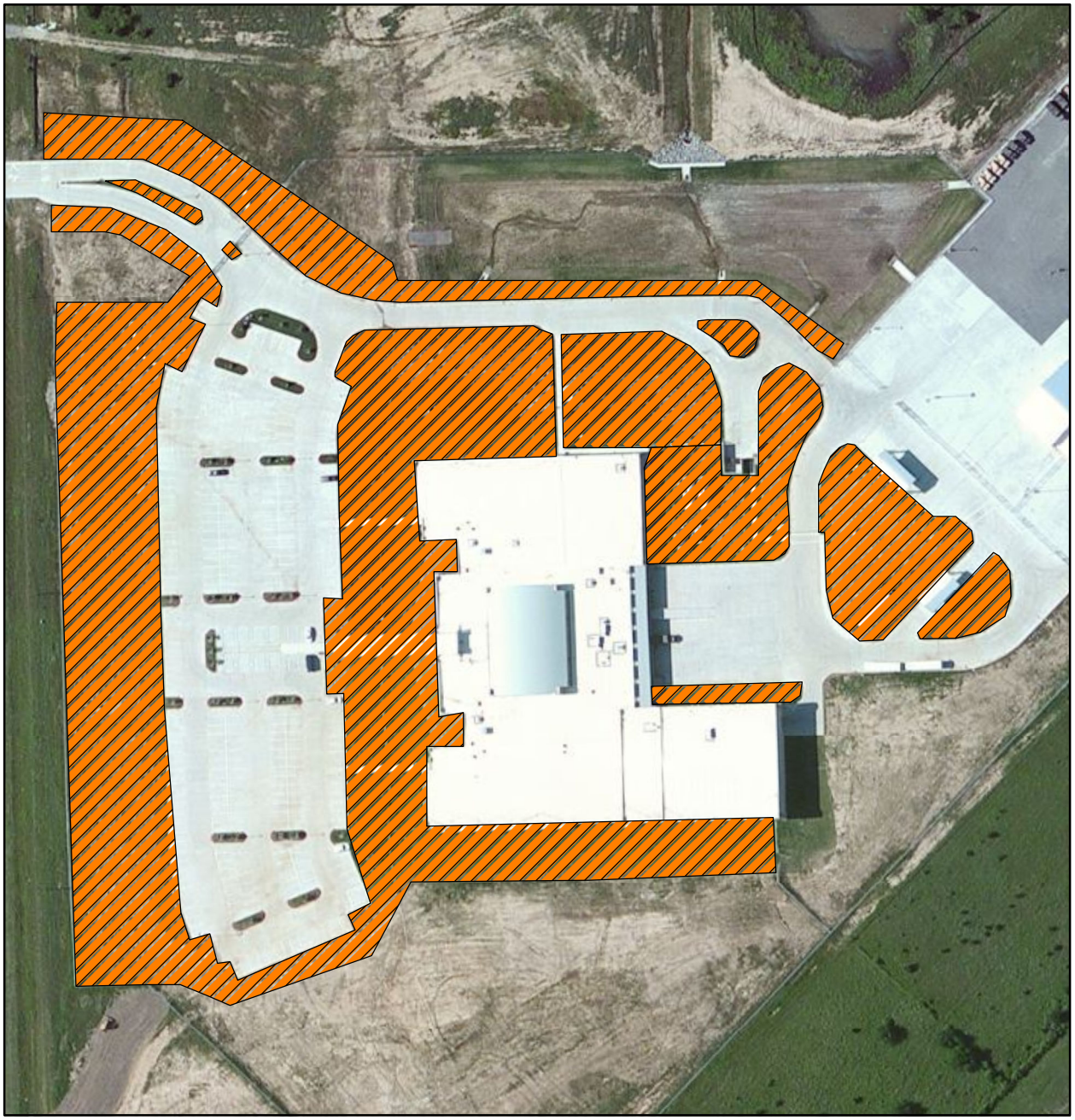
Edging
Muskogee AFRC





Appendix B
Tab 2

Fertilize
Muskogee AFRC

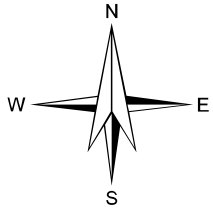


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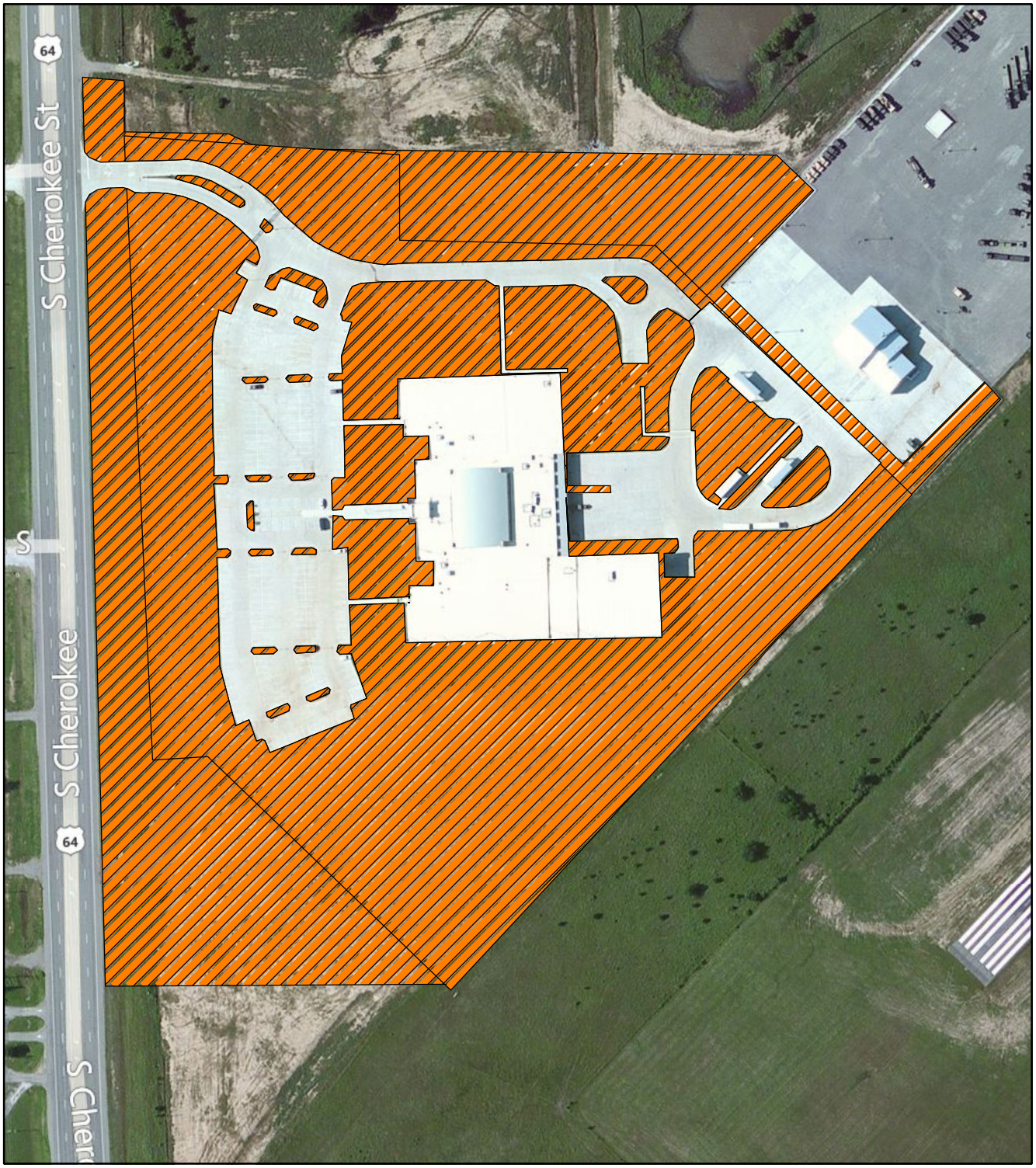
Manual Watering
Muskogee AFRC





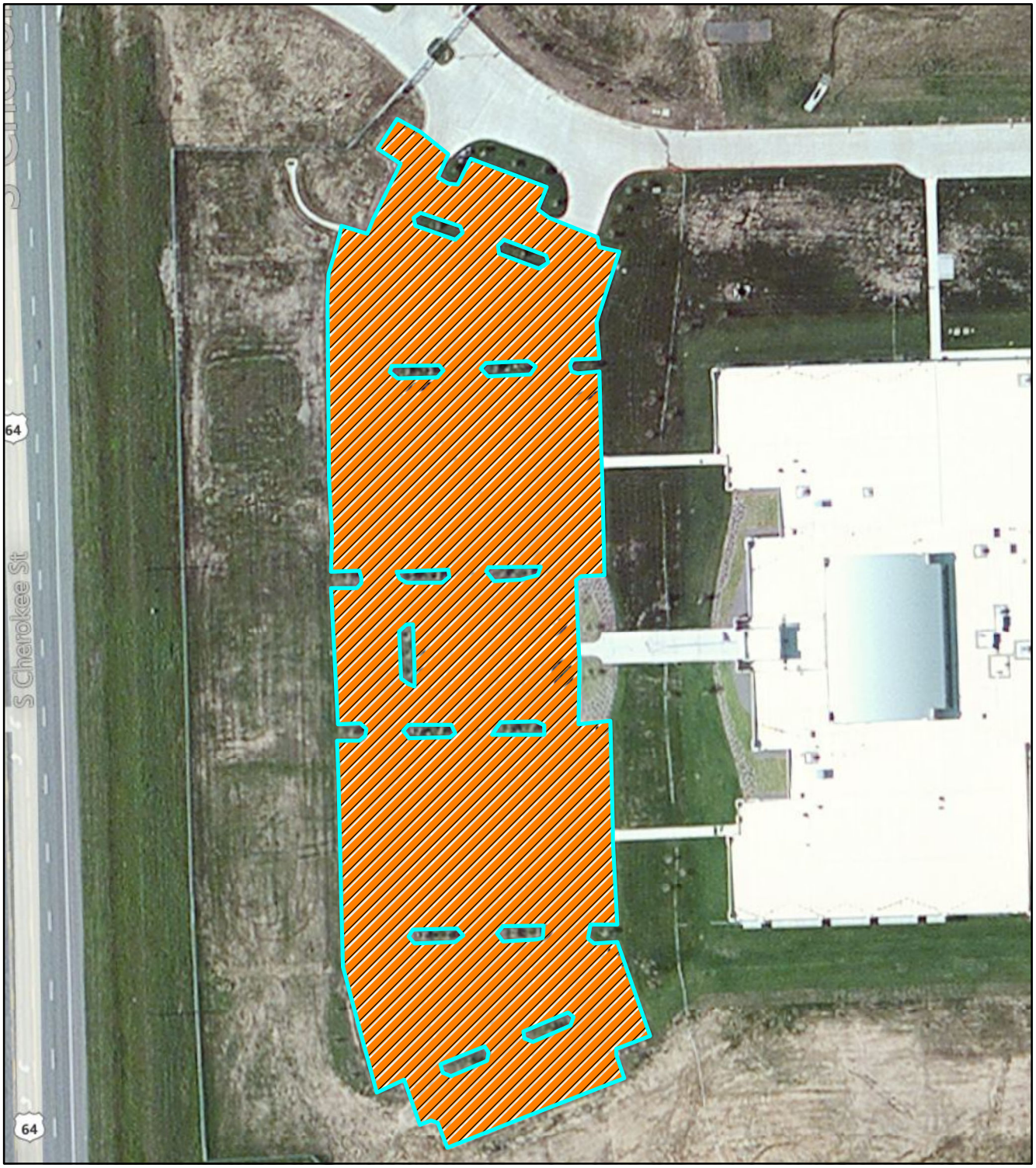
Appendix B
Tab 4

Police Grounds
Muskogee AFRC



Appendix B
Tab 3

Snow/Ice Removal Parking
Muskogee AFRC



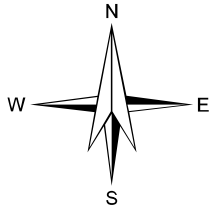
Priority
Appendix B
Tab 5

N
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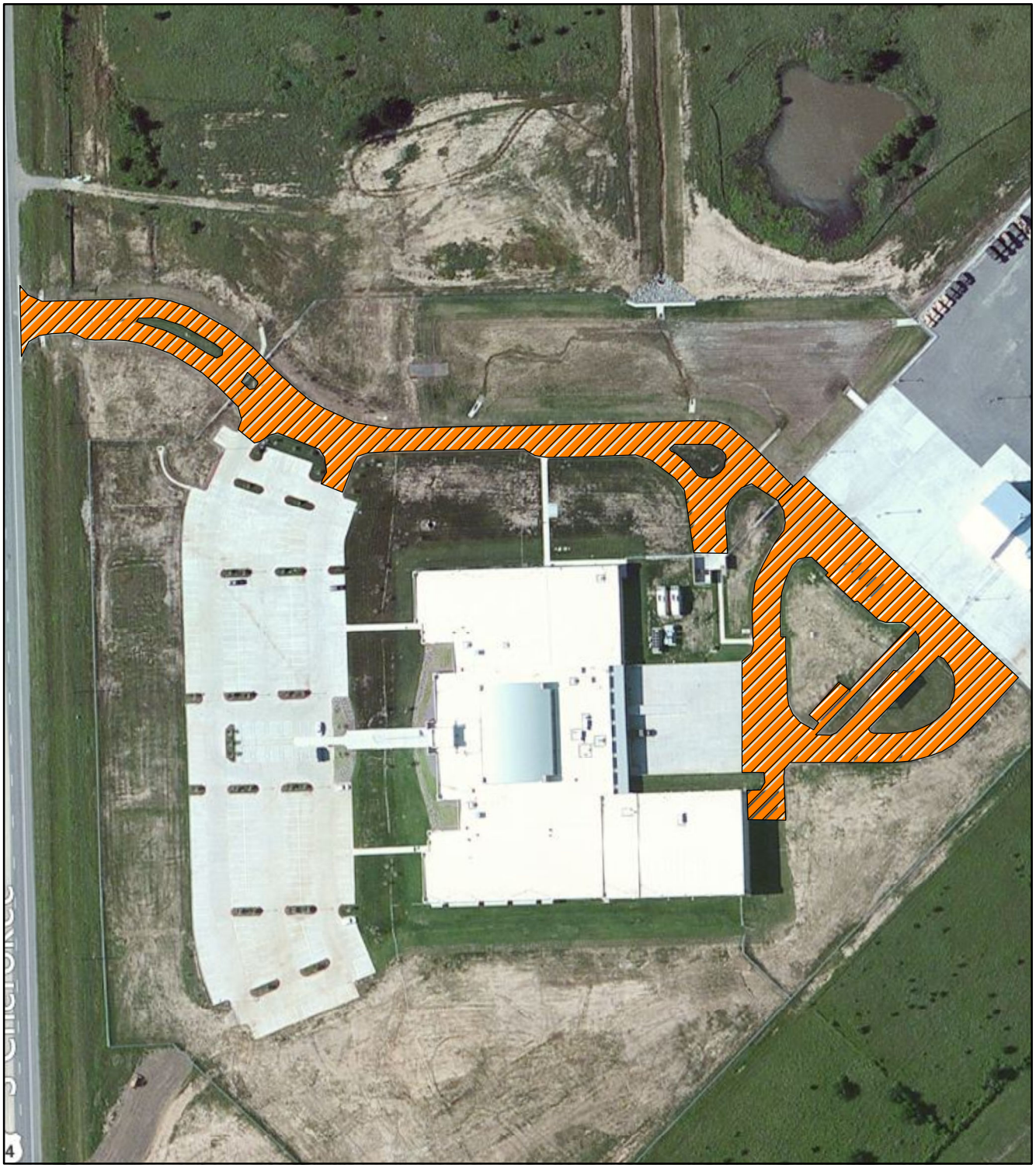
Snow/Ice Removal Ramps
Muskogee AFRC



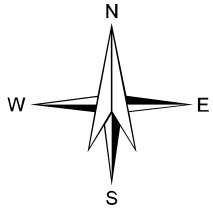
Low Priority
Appendix B
Tab 5



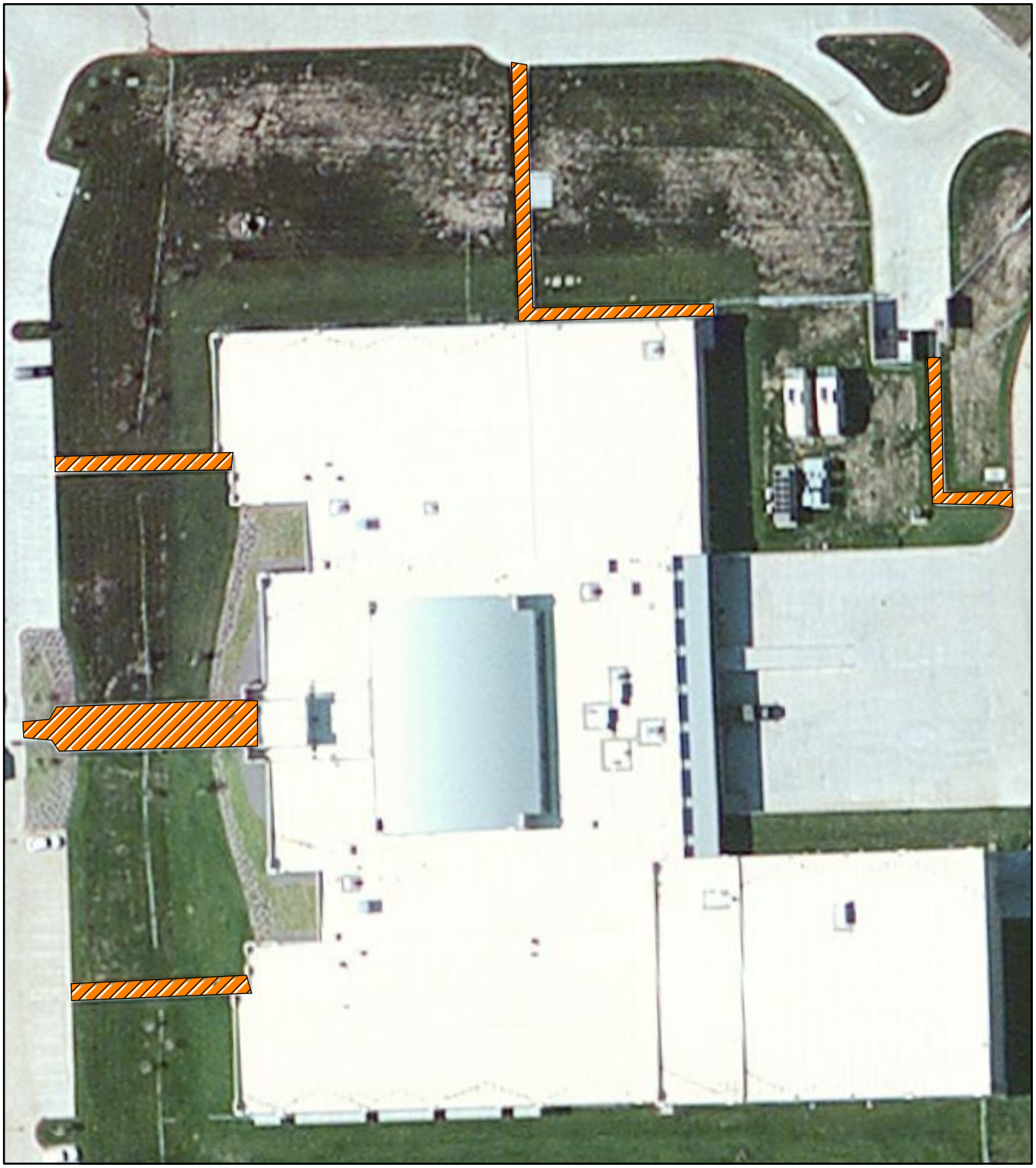
Snow/Ice Removal Roads
Muskogee AFRC



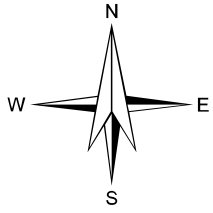
High Priority
Appendix B
Tab 5



Snow/Ice Removal Sidewalks
Muskogee AFRC



Highest Priority
Appendix B
Tab 5



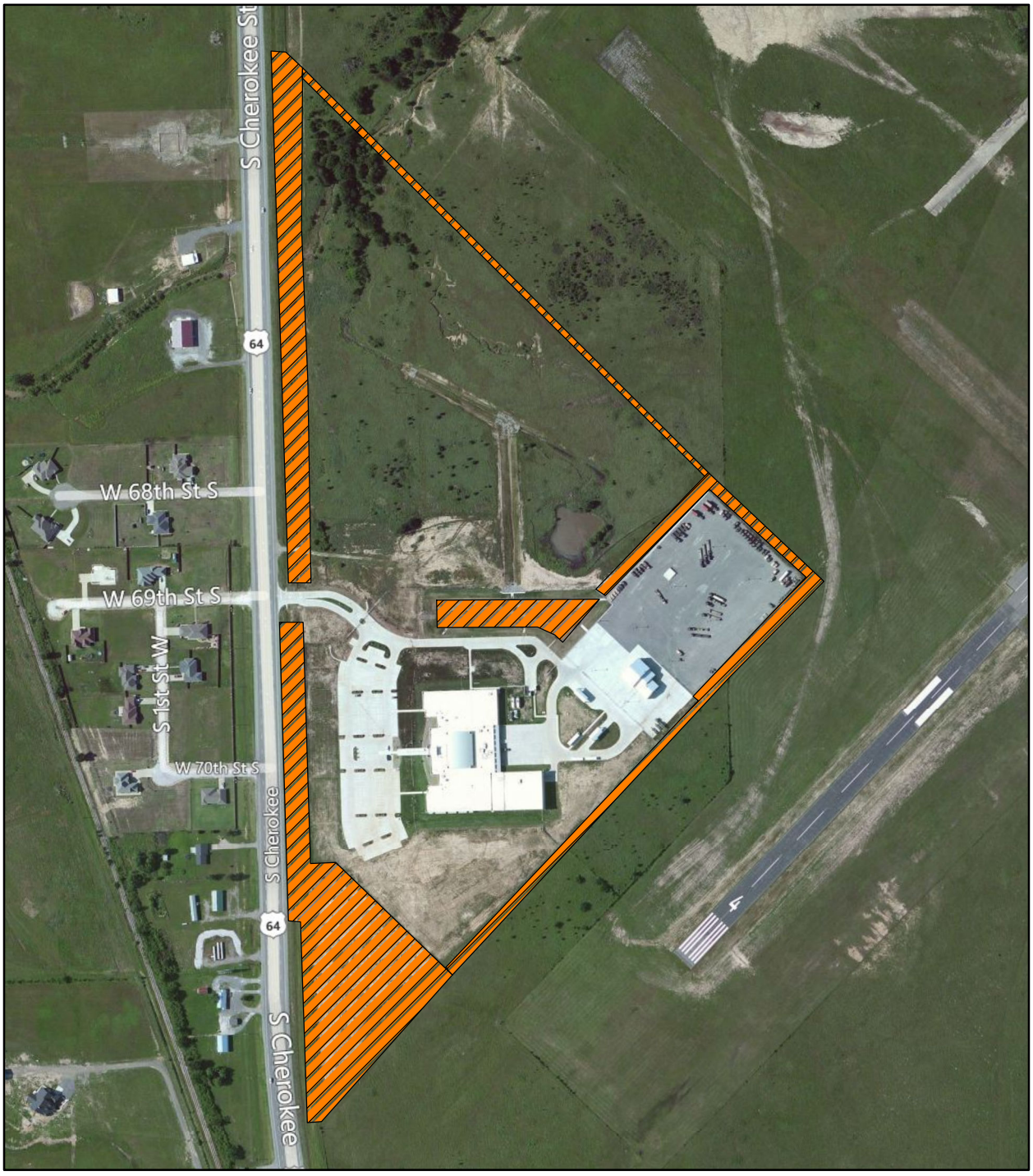
Trimming
Muskogee AFRC

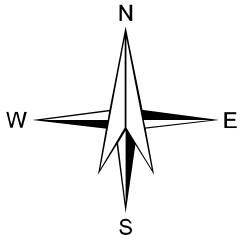


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Appendix B
Tab 2

Semi-Improved Grounds
Muskogee AFRC





Appendix B
Tab 1

SOLICITATION REQUEST

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

Request Quote ID.	Date	Buyer	Page
0250000194	04/16/2012	Jacob Charries (580)	1
Payment Terms	**DateTime Quote Open**	**Closing**	
0 Days	06/05/2012 01:05 PM	06/20/2012 03:00 PM	

Requisition Number Reference: From Req ID - 0250001091

Oklahoma Military Department
OKLAHOMA MILITARY DEPARTMENT
OKSRM
3511 N Military Cir
OKLAHOMA CITY OK 731114398

Ship To: OKLAHOMA MILITARY DEPARTMENT
SEE BELOW
OK 73111

Bill To: OKLAHOMA MILITARY DEPARTMENT
OKSRM
3511 N Military Cir
OKLAHOMA CITY OK 731114398

Vendor: NAME
Address:_____
Address:_____
City:_____ST:____ ZIP:_____

Line	Cat CD / Item # - Descr	Qty.	UOM	Supplier Responses Unit Cost	Ext. Cost
1	70111706 / 1000019773 LAWN CARE: Mowing, trimming, etc.	12	MO	_____	_____

2nd year renewal $ _____

3rd year renewal $ _____

4th year renewal $ _____

5th year renewal $ _____

GROUNDS MAINTENANCE CONTRACT FOR MUSKOGEE ARMED FORCE RESERVE CENTER

MANDATORY PRE-BID MEETING

Freight Terms: FOB DEST **Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:

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

See attached specifications.

VENDOR PLEASE NOTE: ARTICLE VIII ATTACHED AS OTHER TERMS AND CONDITIONS WHEN FEDERAL FUNDS ARE INVOLVED ATTACHED
****

It is the end user's responsibility (person making the request) to see that the order is placed and tracked until it is received. The Purchasing office mails the purchase order to the vendor but does not track delivery.

PLEASE REFERENCE PURCHASE ORDER NUMBER ON ALL CORRESPONDENCE. THANK YOU!
****
August 2009
Article VIII-APPLICABLE LAWS ANDF REGULATIONS

Section 801. Applicable Law

This MCA is incidental to the implementation of a Federal program. Accordingly, this MCA shall be governed by and construed according to federal law as it may affect the rights, remedies, and obligations of the United States.

Section 802. Governing Regulations.
To the extent not inconsistent with the express terms of this agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and

This is NOT AN ORDER
All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

SOLICITATION REQUEST

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OKLAHOMA CITY OK 731114398

Vendor: NAME
Address:_____
Address:_____
City:_____ST:____ ZIP:_____

Supplier Responses

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

NGR 5-1, are hereby incorporated into this MCA by reference as if fully set forth herein, shall govern this Agreement.

Section 803: Nondiscrimination.
The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:
a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 41 CFR part 60.
b. On the basis of race, color or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg 339}, as implemented by Department of Labor regulations at 41 CFR part 195.
c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.
d. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. Section 1601 et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 45.

Section 804: Lobbying.
a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of the Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any Federal loan, the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.
b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Section 805: Drug-Free work Place.
The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690 Title V Subtitle D 41 U.S.C. 701 et seq.)

Section 806: Environmental Protection.
a. The Guarantee covenants and agrees that its performance under this Agreement shall comply with:
(1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
(2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
(3) The Resources Conservation and recovery Act (RCRA);
(4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
(5) The National Environmental Policy Act (NEPA);
(6) The Resources Conservation and Recovery Act (RCRA)
(7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.) as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32;
(8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
(9) The applicable provision of the Clean Air Act (42 U.S.C 7401, et seq.) and Clean Water Act (33 USC 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799].
b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NBG) any impact this award may have on:

This is NOT AN ORDER
All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

SOLICITATION REQUEST

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

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0 Days	06/05/2012 01:05 PM	06/20/2012 03:00 PM	

Requisition Number Reference: From Req ID - 0250001091

Oklahoma Military Department
OKLAHOMA MILITARY DEPARTMENT
OKSRM
3511 N Military Cir
OKLAHOMA CITY OK 731114398

Ship To: OKLAHOMA MILITARY DEPARTMENT
SEE BELOW
OK 73111

Bill To: OKLAHOMA MILITARY DEPARTMENT
OKSRM
3511 N Military Cir
OKLAHOMA CITY OK 731114398

Vendor: NAME
Address:_____
Address:_____
City:_____ST:____ ZIP:_____

Supplier Responses

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

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that wills an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Section 807: Use of United States Flag Carriers.
a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7 (b).

Section 808: Debarment and Suspension.
The state covenants agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180 as implemented by the DoD in 2 CFR Part 1125. The Grantee agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Grantee enters into transactions that are ¿covered transactions¿ under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

Section 809: buy American Act.
The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United Stated of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Section 810: Uniform Relocation Assistance and real Property Acquisition Policies.
The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Section 811: Copeland ¿Anti-Kickback¿ Act.
The state covenants and agrees that it will comply with the Copeland ¿Anti-Kickback¿ Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland ¿Anti-Kickback¿ Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, and person employed in the construction or repair

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Authorized Signature

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Oklahoma Military Department
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OKSRM
3511 N Military Cir
OKLAHOMA CITY OK 731114398

Ship To: OKLAHOMA MILITARY DEPARTMENT
SEE BELOW
OK 73111

Bill To: OKLAHOMA MILITARY DEPARTMENT
OKSRM
3511 N Military Cir
OKLAHOMA CITY OK 731114398

Vendor: NAME
Address:_____
Address:_____
City:_____ST:____ ZIP:_____

Supplier Responses

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

of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 812: Contract Work Hours and Safety Standards Act.
The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanics doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

****
August 2009
Article VIII-APPLICABLE LAWS ANDF REGULATIONS

Section 801. Applicable Law

This MCA is incidental to the implementation of a Federal program. Accordingly, this MCA shall be governed by and construed according to federal law as it may affect the rights, remedies, and obligations of the United States.

Section 802. Governing Regulations.
To the extent not inconsistent with the express terms of this agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1, are hereby incorporated into this MCA by reference as if fully set forth herein, shall govern this Agreement.

Section 803: Nondiscrimination.
The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State¿s performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:
a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 41 CFR part 60.
b. On the basis of race, color or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg 339}, as implemented by Department of Labor regulations at 41 CFR part 195.
c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.
d. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. Section 1601 et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 45.

Section 804: Lobbying.
a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of the Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any Federal loan, the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.
b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

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Section 805: Drug-Free work Place.
The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690 Title V Subtitle D 41 U.S.C. 701 et seq.)

Section 806: Environmental Protection.
a. The Guarantee covenants and agrees that its performance under this Agreement shall comply with:
(1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
(2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
(3) The Resources Conservation and recovery Act (RCRA);
(4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
(5) The National Environmental Policy Act (NEPA);
(6) The Resources Conservation and Recovery Act (RCRA)
(7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.) as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32;
(8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
(9) The applicable provision of the Clean Air Act (42 U.S.C 7401, et seq.) and Clean Water Act (33 USC 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799].
b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NBG) any impact this award may have on:
(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that wills an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Section 807: Use of United States Flag Carriers.
a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7 (b).

Section 808: Debarment and Suspension.

This is NOT AN ORDER
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Authorized Signature

SOLICITATION REQUEST

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Address:_____
Address:_____
City:_____ST:____ ZIP:_____

Supplier Responses

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

The state covenants agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180 as implemented by the DoD in 2 CFR Part 1125. The Grantee agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Grantee enters into transactions that are ¿covered transactions¿ under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

Section 809: buy American Act.
The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United Stated of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Section 810: Uniform Relocation Assistance and real Property Acquisition Policies.
The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Section 811: Copeland ¿Anti-Kickback¿ Act.
The state covenants and agrees that it will comply with the Copeland ¿Anti-Kickback¿ Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland ¿Anti-Kickback¿ Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, and person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 812: Contract Work Hours and Safety Standards Act.
The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanics doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

CONTRACT PERIOD: 07/01/2012 THRU 06/30/2013 WITH THE OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL TWELVE (12) MONTH PERIODS.

This is NOT AN ORDER
All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature