



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Solicitation

1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

4. Response Due Date<sup>1</sup>:

Time: 3 p.m. CST/CDT

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

**Personal, U.S. Postal or Common Carrier Delivery:**

Office of Management and Enterprise Services  
Central Purchasing Division  
Will Rogers Building  
2401 N. Lincoln Blvd, Suite 116,  
Oklahoma City, OK 73105

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

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

7. **Requesting Agency:**

8. **Contracting Officer:**

Name:

Phone: (405)

Email:

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")  
**OMES-FORM-CP-070 (08/2014)**



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Responding Bidder Information

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

1. RE: Solicitation # \_\_\_\_\_

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<sup>2</sup>:

☐ 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](http://www.sos.ok.gov) or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

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

☐ YES – include 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. 2011, § 311 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.)<sup>3</sup>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

<sup>2</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>3</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

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 #: \_\_\_\_\_

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

**TABLE OF CONTENTS**

A    GENERAL PROVISIONS..... 5

B.    SPECIAL PROVISIONS .....10

C.    SOLICITATION SPECIFICATIONS.....17

D.    EVALUATION .....29

E.    INSTRUCTIONS TO BIDDER .....29

F.    ATTACHMENTS.....32

G.    PRICE AND COST .....32

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.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
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

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

### **A.3. Solicitation Amendments**

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

#### **A.4. Bid Change**

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

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

By submitting a response to this solicitation:

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

#### **A.6. Bid Opening**

Sealed bids shall be opened by the Central Purchasing Division at the 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.

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

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

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

#### **A.8. Late Bids**

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

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
  - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.2. Solicitation, as amended (if applicable); and

A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

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

#### **A.10. Pricing**

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

A.10.2. Bidders guarantee unit prices to be correct.

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

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

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

#### **A.12. Clarification of Solicitation**

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.13 Negotiations**

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

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

#### **A.14. Rejection of Bid**

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

#### **A.15. Award of Contract**

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

#### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written 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.

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

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The 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.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

#### **A.18. Invoicing and Payment**

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

#### **A.19. Tax Exemption**

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

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

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful 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.

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

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any



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

#### **A.22. Choice of Law**

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

#### **A.23. Choice of Venue**

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

#### **A.24. Termination for Cause**

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

#### **A.25. Termination for Convenience**

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

#### **A.26. Insurance**

The successful 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.

#### **A.27. Employment Relationship**

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

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

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

#### **A.29. Compliance with Applicable Laws**

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

#### **A.30. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

- B.1.1. The Contract Period is 07/01/2015 through 06/30/2016 with the option to renew for up to four (4) additional one year periods.

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

- B.2.1. The Agreement Period is 07/01/2015 through 06/30/2020. Renewal options shall be at the sole discretion of the State of Oklahoma.

### **B.3. Type of Contract.**

- B.3.1. This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

### **B.4. Extension of Contract.**

- B.4.1. The State may extend the term of this contract for up to 90 day intervals if mutually agreed upon by both parties in writing.

### **B.5. Gratuities**

- B.5.1. The right of the successful Supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful Supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.

### **B.6. Conflict of Interest**

- B.6.1. The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose with the proposal the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies. Further, all suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

### **B.7. Patents and Royalties**

- B.7.1. The supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

### **B.8. Disclosures Regarding Lobbyists**

- B.8.1. A vendor may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.
- B.8.2. Any bidder using the services of a lobbyist to assist in obtaining a contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State.
- B.8.3. The name and address of each lobbyist or agent of the bidder, contractor, subcontractor who communicated with a State employee about a bid or potential bid must be disclosed with proposal response.

### **B.9. State and Federal Taxes**

- B.9.1. Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

### **B.10. Travel**

- B.10.1. No reimbursable travel is contemplated under the terms of this contract.

### **B.11. Oral Agreements**

- B.11.1. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

### **B.12. Authorized Users.**

- B.12.1. This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful offeror(s).

### **B.13. Contract Preference**

B.13.1. This contract is mandatory for State of Oklahoma agencies

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

- B.14.1. Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.
- B.14.2. Reports shall be submitted quarterly regardless of quantity. Failure to report sales may be cause for termination of contract.
- B.14.3. Usage Reports shall be delivered to Central Purchasing within 30 calendar days upon completion of performance quarter period cited in paragraph "D" of this contract provision. Usage Reports may be delivered via the following addresses;
- B.14.3.1. Email – [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov)
- B.14.3.2. Physical Address:
- Will Rogers Building  
2401 N. Lincoln, Suite 116  
Oklahoma City, Ok 73105
- B.14.4. Contract quarterly reporting periods shall be:
- B.14.4.1. January 1 through March 31
- B.14.4.2. April 1 through June 30
- B.14.4.3. July 1 through September 30
- B.14.4.4. October 1 through December 31
- B.14.5. **Failure to provide usage reports shall result in cancellation or suspension of contract.**
- B.14.6. Usage Reports shall be submitted in the Excel form listed as Attachment "B"

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

- B.15.1. As provided by Oklahoma State Statute §85.33A, the Office of Management and Enterprise Services assesses an Administrative Fee in the sum of 1 % on all sales transacted by any entity under this contract.
- B.15.2. Supplier agrees to annotate the resultant amount on the quarterly "Contract Usage Report" as listed in Section B11.6 and make payment by company check to OMES – Central Purchasing Division within thirty (30) calendar days from the completion of the quarterly reporting period as listed in Section B11.4. To ensure the payment is credited properly, the supplier must identify the check as a "Contract Management Fee" and include the following information with the payment: LIST SW# and Contract Title, the report amount and the reporting period covered. The Contract Management Fee shall be mailed to:
- OMES – Central Purchasing Division  
Agency Business Services  
5005 N. Lincoln Blvd, STE 200  
Oklahoma City, OK 73105
- B.15.3. Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

#### **B.16. Delivery**

- B.16.1. Delivery shall be made within 30 calendar days after receipt of order by the successful respondent. Supplier must contact ordering entity's purchasing entity a minimum of 24 hours prior to shipping.
- B.16.2. MSDS Sheets must be supplied for products with delivery of products to requesting agency.

#### **B.17. Ordering**

- B.17.1. Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders or a state purchase card by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations will be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

#### **B.18. Awarded Supplier(s) Invoices**

- B.18.1. The Supplier shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow

these instructions may result in delay of processing invoices for payment. The Awarded Supplier shall be the only office authorized to receive orders, invoice and receive payment. Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

- B.18.2. In case of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

#### **B.19. Warranty**

- B.19.1. The Successful respondent agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the Supplier gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

#### **B.20. Price Increase**

- B.20.1. Price increases may be permitted with the approval of the State Purchasing Director. Pricing shall be held firm for the first 12 months of the contract. After the first 12 months, suppliers may submit a request for a price increase to the Contracting Officer.
- B.20.2. Any future requests for price increase must be based on the index listed. Increases will not affect any orders issued prior to the approved price changes. The State will have 30 days to implement any approved price increase. The State reserves the right to reject any requested price adjustment if deemed excessive by the Central Purchasing Division. To request a price increase, the supplier(s) must submit a request in writing to the Contracting Officer listed on this solicitation. Requests may be emailed to [gerald.elrod@omes.ok.gov](mailto:gerald.elrod@omes.ok.gov) faxed to 405-522-1078, or mailed to the Department of Central Services, Central Purchasing Division, P O Box 528803, Oklahoma City, OK 73152-8803.
- B.20.3. Price decreases are expected to be passed on to the State as supplier(s) receives them from the manufacturer. Supplier(s) are to notify the Contracting Officer in writing information regarding price decreases, including a list of all line items with their new prices. The State will have 30 days to implement any requests for price decrease.

#### **B.21. Clarification of Solicitation**

- B.21.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing
- B.21.2. Contracting Officer specified in the solicitation and must be prior to the closing date of the solicitation.
- B.21.3. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or an error that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- B.21.4. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Contracting Officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **B.22. Minor Deficiencies or Minor Informalities**

- B.22.1. "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- B.22.2. The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

#### **B.23. Electronic Submission**

All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.3 of the RFP. Submissions will not be accepted via email or hard copy. This term overrides any terms in Section A requiring submission of hard-copy.

#### **B.24. Fuel price adjustment:**

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

- B.24.1. The successful supplier will be allowed to implement a recovery fee if the price per gallon of fuel increases more than or equal to twenty (20) percent from the fuel price posted on the day the solicitation is due. The successful

supplier shall use index pricing from the Weekly Retail Gasoline and Diesel prices for the Midwest region as posted each Monday by the Energy Information Agency at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_nus\\_w.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm). After the 20% change has occurred, the fuel surcharge will be structured as .5% for every \$.10/gallon and will be applied to all fuel-operated vehicles and equipment under this contract.

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

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

B.24.2. Once the fuel price returns to the twenty (20) percent or less of the fuel price on the day the solicitation is due, surcharges will no longer be charged.

B.24.3. Once the fuel price decreases less than or equal to twenty (20) percent from the fuel price on the day the solicitation is due, the successful supplier shall offer the fuel price deduction to the State as structured as -0.5% for every -\$.10/gallon and will be applied to all fuel-operated vehicles and equipment.

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

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

B.24.4. The fuel surcharge and deduction shall be applied at the day a fuel-operated vehicle or equipment as is used. The index used as the basis for an increase or decrease in the fuel surcharge shall be submitted with the invoice and must match time in driver's daily log and/or project daily log.

## B.25. INSURANCE

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

B.25.1. Successful supplier agrees to assume full liability for all claims arising from this contract including claims resulting from negligent acts of all of its employees and subcontractor(s). Successful supplier is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractor(s) to comply with insurance requirements does not limit successful supplier's liability or responsibility.

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

- B.25.1.1. Employers Liability: The successful supplier(s) shall at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws statutes, and regulations to the full extent applicable and shall maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The State shall not be held responsible in any way for claims filed by the successful supplier(s) or their employees for services performed under the terms of this contract.
- B.25.1.2. Commercial General Liability Insurance: The successful supplier(s) at all times during the terms of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the successful supplier(s) or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the successful supplier's premises/operations, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract) and contain separation of insured's (cross liability) conditions.

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

- B.25.1.3. The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations) \

\$1,000,000.00

Products-Completed Operations Aggregate

\$1,000,000.00

Personal and Advertising Injury Aggregate

\$500,000.00

Pollution Liability Coverage

\$1,000,000.00

Each Occurrence (applies to all of above)

\$500,000.00

Fire Damage Limit (per occurrence)

\$1,000,000.00

Medical Expense Limit (any one person)

\$500,000.00

- B.25.2. Business Auto Policy (BAP): In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the successful supplier(s), subcontractor, or anyone employed by either.

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

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

## **B.26. DEFINITIONS**

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

### **B.26.1. STANDARD DEFINITIONS**

- B.26.1.1. Addendum – A written change, addition, alteration, correction, or revision to a contract issued by the Oklahoma Central Purchasing Division.
- B.26.1.2. Amendment – A written change, addition, alteration, correction, or revision to a solicitation issued by the Oklahoma Central Purchasing Division responsible for making the acquisition.
- B.26.1.3. Awarded Supplier/Successful Supplier - The Supplier that is awarded a contract.

- B.26.1.4. Contracting Officer– The State representative designated by the State Purchasing Director, who is responsible for the Contract, determining scope issues, and can authorize changes to the Contract. The State reserves the right to change the Contracting Officer at any time.
- B.26.1.5. CP – Central Purchasing Division is an agency of the Oklahoma Department of Central Services
- B.26.1.6. OMES – Office of Management and Enterprise Services
- B.26.1.7. DOT – Federal Department of Transportation
- B.26.1.8. Mandatory – Use is required.
- B.26.1.9. May – Denotes that which is permissible, not mandatory.
- B.26.1.10. Request for Proposal (RFP) – A type of solicitation a state agency or the State Purchasing Director sends to suppliers for submission of proposals for acquisitions. Request for Proposal and solicitation are synonymous under this contract.
- B.26.1.11. Release – purchase order issued against the specified contract.
- B.26.1.12. Requesting entity – Entities includes all Oklahoma State Departments, Boards, Commissions, Agencies, Institutions, Counties, Cities, Higher Education, Hospitals, School Districts, Sub-Political Divisions and Municipalities. The requesting entity can also mean “designated requesting entity representative” or “requesting entity on-site coordinator” or “requesting entity off-site coordinator”.
- B.26.1.13. Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid response as materially non-responsive.
- B.26.1.14. Should – Denotes that which is recommended, not mandatory.
- B.26.1.15. State – State of Oklahoma
- B.26.2. CONTRACT SPECIFIC DEFINITIONS
  - B.26.2.1. Applicable Regulations – all federal, state, and local laws, regulations, rules and standards which apply to this solicitation and the resulting contract.
  - B.26.2.2. CERCLA - The Comprehensive Environmental Response, Compensation, and Liability Act
  - B.26.2.3. CFR – Code of Federal Regulations
  - B.26.2.4. Designated Agency Coordinator/Contact - A requesting entity's authorized employee who is responsible for managing the project at the site or from an off-site location.
  - B.26.2.5. Drum Inventory Sheet – Documentation prepared at a time of packaging to each waste drum. A drum inventory sheet contains at a minimum the following information; drum number, chemical name, hazard class, waste profile sheet number, and generator's name. There is no specific drum inventory sheet form used under this contract.
  - B.26.2.6. Emergency – A situation created by a release or spill or threatened release or spill of hazardous substances or pollutants that poses a threat to the safety of human health and/or the environment. Situation requires immediate response. The requesting entity determines severity of threat. An emergency request **requires suppliers to respond in less than 24 hours after such a request.**
  - B.26.2.7. Energy Recovery – For the purpose of this contract, burning materials classified as hazardous waste or used oil for their heat or energy value. To qualify as energy recovery, the original waste materials must be burned in boilers or industrial furnaces with applicable permits issued through RCRA.
  - B.26.2.8. EPA - U.S. Environmental Protection Agency
  - B.26.2.9. Final RTSDF – an RTSDF that receives a waste material(s) or waste constituent(s) under the provisions of this contract using the waste management methods as described in this solicitation and which provides a CD (Certification of Disposal Documentation) as described in this solicitation, with the exception of Final Storage facility that would not provide a CD. For the purpose of this contract, Final Storage only applies in the case of dioxin bearing/forming waste for which no current destruction capacity exists in the United States and which is stored in the United States.
  - B.26.2.10. Fuel Blending – Waste that is blended with other waste or non-waste materials to produce a waste fuel that will meet specifications for a particular burner.
  - B.26.2.11. Generator – The State owned or operated facility that produced the hazardous waste.
  - B.26.2.12. Hazard assessment - Evaluating the effects of a stressor or determining a margin of safety for an organism by comparing the concentration that causes effects with an estimate of exposure to the organism.

- B.26.2.13. Hazardous Materials – term relative to US Department of Transportation laws and regulations. -, any “particular quantity or form” of a material that “may pose an unreasonable risk to health and safety or property.”
- B.26.2.14. Hazardous Substance – 1. Any material that poses a threat to human health and/or the environment. Typical hazardous substances are toxic, corrosive, ignitable, explosive, or chemically reactive. 2. Any substances designated by EPA to be reported if a designated quantity of the substance is spilled in the waters of the United States or is otherwise released into the environment.
- B.26.2.15. Hazardous Waste – When hazardous substance is thrown away, it becomes hazardous waste. Hazardous waste is by-products of society that can pose a substantial or potential hazard to human health or the environment when improperly managed. Possesses at least one of four characteristics or appears on special EPA list defined as in subparts C or D or appendix VIII of 40 CFR 261 and 49 CFR 171.
- B.26.2.16. Identification Code or Number: - The unique code assigned to each generator, transporter, and treatment, storage, or disposal facility by regulating agencies to facilitate identification and tracking of chemicals or hazardous waste.
- B.26.2.17. Incineration – An enclosed device using controlled flame combustion that neither meets the criteria for classification as a boiler nor is listed as an industrial furnace.
- B.26.2.18. Labpack – A container consisting of one or more smaller containers of waste packed in accordance with DOT regulatory requirements.
- B.26.2.19. Landfill – A disposal facility where waste is placed in or on land.
- B.26.2.20. Long Term Storage – Storage for more than one year
- B.26.2.21. Manifest – A form used by transporter hauling waste that lists EPA identification numbers, type and quantity of waste, the generator it originated from, the transporter that shipped it, and the storage or disposal facility to which it is being shipped. It includes copies for all participants in the shipping process.
- B.26.2.22. Mobilization Cost – Cost to mobilize a vehicle, personnel, and supplies to the waste generation location in order to perform hazardous waste management services.
- B.26.2.23. OSHA – Occupational Safety and Health Administration
- B.26.2.24. Permit – An authorization, license, or equivalent control document issued by EPA or an approved state agency to implement the requirements of an environmental regulations.
- B.26.2.25. Pollutant – Generally, any substances introduced into the environment that adversely affects the usefulness of a resource or the health of humans, animals, or ecosystems.
- B.26.2.26. RCRA - Resource Conservation and Recovery Act
- B.26.2.27. Reclamation – The process to recover as usable product(s) or to regenerate the material(s) as defined by 40 CFR.
- B.26.2.28. Recycling – For the purpose of this contract, processing waste in order to recover a useable product, regenerate the material or use the waste as an effective substitute for a commercial product. Recycling does not include materials that are used in a manner that constitutes disposal, used to produce products that are applied to or placed on the land, or accumulated speculatively.
- B.26.2.29. Retort – Roasting in a thermal processing unit capable of volatilizing mercury and subsequently condensing the volatilized mercury for recovery.
- B.26.2.30. RTSDF – Recycling, Treatment, Storage, and/or Disposal Facility, a facility, including all contiguous land, and structures, other appurtenances, and improvements on the land, which is used for recycling, reusing, reclaiming, transferring, treating, storing and other waste management methods as described in this solicitation for the handling and disposing of dangerous waste, and a facility that is subject to regulation and/or permitting under federal and state and local hazardous waste regulations as described in this solicitation.
- B.26.2.31. Rush - A situation created by a release or spill or the threat of release or spill of hazardous substances or pollutants that poses a threat to human health and/or the environment. The situation is urgent but there is time to launch a planned response. Requesting entity determines severity of threat. **Rush requires the supplier to respond in more than 24 hours but less than 72 hours after a request from the requesting entity.**
- B.26.2.32. Response Action - Actions taken to mitigate a release or threatened release of a hazardous substance or pollutant.
- B.26.2.33. Short Term Storage – Storage of waste for one year or less.
- B.26.2.34. Storage – Waste storage in a permitted RTSDF facility as defined by 40 CFR.



- B.26.2.35. Stressor – Physical, chemical or biological entity that can induce adverse effects on ecosystems or human health.
- B.26.2.36. Subcontractor – A subcontractor is a person or entity who has a direct contract with the successful supplier to perform a portion of the work at the site. All subcontractors utilized on a project site must be listed in the successful supplier's work plan.
- B.26.2.37. Task Order – A written document signed by the requesting entity that is issued for the purpose of placing orders against the contract.
- B.26.2.38. Transporter – Hauling firm that is called "successful supplier" under this contract that picks up properly packaged and labeled hazardous waste from generators and transports it to designated facilities for treatment, storage, or disposal. Transporters are subject to applicable federal, state and local regulations and rules.
- B.26.2.39. Treatment – Any method, technique, or process, including neutralization, designed to change the physical, chemical, or biological character or composition of any waste so as to neutralize such waste, or so as to recovery energy or material resources from the waste, or so as to render such waste non-hazardous or less hazardous; safer to transport, store or dispose of or amenable for recovery, amenable for storage, or reduced in volume.
- B.26.2.40. TSD – Treatment, Storage, and Disposal facility **with appropriate state or federal permit.**
- B.26.2.41. Unknowns – A waste that the chemical nomenclature, composition, structure or hazardous qualities are unknown to the waste generation location.
- B.26.2.42. Waste Characterization – Identification of chemical and microbiological constituents of a waste material.
- B.26.2.43. Waste Data Sheet – Documentation that gives information, at a minimum, on site locations, volumes, waste type, waste source, physical characteristics and chemical properties, radioactivity concentrations for a particular waste stream. There is no specific waste data sheet form used under this contract.
- B.26.2.44. Waste Generation Location – The State owned or operated facilities and locations generating hazardous waste that will be managed under this contract.
- B.26.2.45. Waste Management Facility – Supplier owned or partnered or contracted facility used to treat, store, dispose, reclaim, recycle, transfer, incinerate or otherwise management waste under this contract. Includes facilities used to management waste generated during the successful Supplier's treatment, reclamation, recycling or disposal of waste.
- B.26.2.46. Waste Profile - A written description of chemical ingredients in the waste and the dangerous waste numbers assigned to it.
- B.26.2.47. Work – Projects/task orders issued under this contract
- B.26.2.48. Work Plan – A written document describing anticipated response actions before beginning work. The work plan shall define the types and quantities of response personnel, key personnel, equipment, materials, subcontractors and any other pertinent items to be used to resolve the incident. The successful supplier's work plan shall state the estimated time of completion and cost based on the cost schedule.. The work plan may be re-examined and updated as new information is obtained.

## C. SOLICITATION SPECIFICATIONS

### C.1. Introduction

This Request for Proposal (RFP) is issued by OMES Central Purchasing on behalf of the State of Oklahoma.

The purpose of this RFP is for the Successful Supplier(s) to provide requesting entities two categories of Hazardous Waste Services.

Category 1 includes the Routine disposal service, which includes waste pickup scheduling and on an as needed basis of hazardous waste generated and/or managed by requesting entities or their laboratories, including removal, transportation, treatment, storage and disposal of such waste.

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

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

The expected services are described in RFP section C.2.; SCOPE OF WORK.

## C.2. SCOPE OF WORK

### C.2.1. ORGANIZATION AND PERSONNEL REQUIREMENTS

#### C.2.1.1. Organization

C.2.1.1.1. At a minimum, the successful supplier and any subcontractor:

C.2.1.1.2. Is not currently receiving or has outstanding federal or state corporate criminal conviction;

C.2.1.1.3. Is not currently rendered ineligible from doing business or receiving monetary benefits with a government agency because of debarment or suspension by EPA and/or the State of Oklahoma;

C.2.1.1.4. Is not currently determined by EPA to be unacceptable to receive cleanup waste (ref. 40 CFR 300.440);

C.2.1.1.5. Must have a minimum of three (3) years experience in similar nature and scope of work required in this solicitation;

C.2.1.1.6. Have, will have, or plan to have a field office in Oklahoma after award is announced.

C.2.1.1.7. All RTSDFs and transporters used under this contract shall not be accepted to work under this contract if one of the following conditions is met. The successful supplier is responsible for establishing procedure for the review and evaluation of the RTSDFs and transporters working under this contract.

C.2.1.1.7.1. The RTSDF is currently closed.

C.2.1.1.7.2. The RTSDF is identified as a significant noncomplier (exhibiting RCRA Class I violations or fines for groundwater monitoring, closure, post-closure, or financial responsibility), and has not entered into a compliance schedule or similar action.

C.2.1.1.7.3. The RTSDF has been cited via an administrative order or judicial action, and the RTSDF has not entered into a compliance schedule or similar action within 180 days from the time the order or judicial action was issued.

C.2.1.1.7.4. The RTSDF has exhibited a history of noncompliance (including, but not limited to RCRA class I and II violations, OSHA violations, state and local violations, and DOT violations) and exhibited a lack of good faith in correcting the violations. A "good faith" effort would be exhibited through promptly signing a consent agreement with the regulatory authorities, and performing in compliance with the agreement for at least six months. Repeated violations or fines may be considered as a lack of "good faith".

C.2.1.1.7.5. The RTSDF has been identified as having groundwater contamination or is not acceptable under the State's groundwater anti-degradation policy.

C.2.1.1.7.6. The transporter does not have the appropriate federal / state / local permits to transport hazardous waste.

C.2.1.1.7.7. The transporter has been cited via administrative order or judicial action and has not entered into a compliance schedule or similar action within 180 days from the time the order or judicial action was issued.

C.2.1.1.7.8. The transporter has exhibited a history of noncompliance (including, but not limited to RCRA, DOT, OSHA, state and local regulations governing hazardous materials hauling and motor carrier safety) with a lack of good faith in correcting the violations. A "good faith" effort would be exhibited through promptly signing a consent agreement with the regulatory authorities, and performing in compliance with the agreement for at least three months. Repeated violations or fines may be considered as a lack of "good faith".

C.2.1.1.7.9. The RTSDF or transporter's license or permit is expired and not renewed.

C.2.1.1.8. All TSDs used under this contract shall have a current permit and shall not be under any state and/or federal permit action that prohibits them from accepting waste.

C.2.1.1.9. All transporters used under this contract shall have the appropriate federal / state / local licenses to transport hazardous materials and are not subject to any federal/state/ and/or local order that prohibits the transport of hazardous materials.

#### C.2.1.2. Personnel Qualifications

C.2.1.2.1. The successful supplier shall provide competent and adequately trained personnel to sample, analyze, package, label, transport and manage waste. Key personnel must have "servicing the contract" as a top priority. Key personnel are considered as supervisory or management level. Personnel shall be of adequate number, have adequate training, and understand chemical hazards and commonly-used nomenclature to meet the requirements of all applicable regulations. If the successful supplier uses personnel of subcontractor personnel, the subcontractor's personnel shall be provided in adequate number and have sufficient training to meet all applicable regulations. Waste management projects of

extended duration or of large size shall be managed by personnel who will remain with the project until its completion.

C.2.1.2.2. Successful supplier shall provide a high level of customer service that includes responding promptly to the requesting entity and waste generation location phone and electronic mail messages. The successful supplier will return phone calls promptly (See response time for each type of services). If there are any unresolved issues or questions, the successful supplier shall regularly update the requesting entity on progress made in resolving questions or problems.

C.2.1.2.3. All on-site personnel must currently have 40-hour OSHA (HAZWOPER) training and currently have 8 hour OSHA refresher training.

C.2.1.2.4. Must pass background check by federal or state enforcement agency upon request by the State.

C.2.1.3. Permits and Licenses

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

C.2.1.3.1. Resource Conservation and Recovery Act (RCRA) interim status or final status permits for TSD ;

C.2.1.3.2. U.S. Environmental Protection Agency (EPA) identification number;

C.2.1.3.3. Oklahoma Highway Remediation and Cleanup Service License;

C.2.1.3.4. Oklahoma Asbestos Inspector license;

C.2.1.3.5. Radioactive Materials License (either issued by Oklahoma DEQ or with reciprocity recognition from Oklahoma DEQ); and

Licenses and permits necessary for transportation of hazardous waste in Oklahoma and any other states through which waste will be transported, to include, but not limited to, the following:

C.2.1.3.6. Intrastate for hire and private motor carrier licenses from the Oklahoma Corporation Commission;

C.2.1.3.7. Intrastate United States Department of Transportation (USDOT) number with an Oklahoma designation from the Oklahoma Corporation Commission;

C.2.1.3.8. Interstate USDOT number from the U.S. Department of Transportation;

C.2.1.3.9. Regulated Interstate Single State Registration certification from the Oklahoma Corporation Commission or from one of other participating states;

C.2.1.3.10. Unregulated Interstate Registration Certificate (IRC) from the Oklahoma Corporation Commission or from one of other participating states;

C.2.1.3.11. Deleterious Substance Transport Permit (DSTP) from the Oklahoma Corporation Commission;

C.2.1.3.12. Hazardous Waste Carriers Registrations and Permits from the Oklahoma Corporation Commission or from one of other participating states;

C.2.1.3.13. Underground Storage Tank (UST) Remover License; and

C.2.1.3.14. UST Remediation Consultant License

C.2.1.4. Compliance with Rules and Regulations

The Work operated under this contract is to be in compliance with all applicable federal and state laws, including but not limited to RCRA (Resource Conservation and Recovery Act), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Federal Insecticide and Rodenticide Act, and the Toxic Substances Control Act, and all related amendments and other applicable rules and regulations as said herein. Successful suppliers and any subcontractors agree to comply with all applicable Federal, State and local laws, regulations, rules and standards as well as the conditions of any permits, as may be amended and that may be promulgated.

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

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

country.

## C.2.2. SERVICE REQUIREMENTS

### C.2.2.1. General Requirements

### C.2.2.2. Sources and Types of Waste

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

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

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

### C.2.2.3. Type of Services

#### Category 1: Routine

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

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

#### Category 2: Emergency

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

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

### C.2.2.4. Category 1: Routine - Service expectations

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

C.2.2.4.1. Receive the task order under this contract by face to face, telephone, fax, or email and confirm them in writing within two (2) business days;

C.2.2.4.2. May visit the project site in order to obtain a comprehensive understanding of the hazardous waste situation and to develop a written work plan and the total project price. The successful supplier shall include in the work plan a description of how, when, by whom, with what, and to what degree the successful supplier proposes to satisfy the requirements set forth in each project, as well as the successful supplier's safety plan for the project;

C.2.2.4.3. The work plan and total project price shall be submitted to the requesting entity and is subject to review and approval of the requesting entity. Once the work plan and total project price is approved, the requesting entity will issue a purchase order based on all work and cost outlined in the work plan.

C.2.2.4.4. The successful supplier shall maintain a complete daily record of all labor, equipment, materials, and subcontracted services and expenses, if any, incurred in the performance of the project.

C.2.2.4.5. The successful supplier shall package and secure waste in a safe manner. Remove all waste from the site upon completion of successful supplier's performed preparation for shipment and departure, unless previous written approval is obtained from the requesting entity.

- C.2.2.4.6. Transport approved requesting entity's packed material.
- C.2.2.4.7. Upon project completion, the successful supplier shall submit an affidavit that all hazardous waste removed from the site have been properly and legally transported and destroyed or disposed.
- C.2.2.4.8. The total project price submitted by the successful supplier shall be guaranteed not-to-exceed cost when the following circumstances are met. No other circumstances will result in revising the not-to-exceed cost.
- C.2.2.4.9. The waste sample analysis has been completed;
- C.2.2.4.10. The waste material has been characterized (profiled) and the waste material conforms to the description on the waste data sheet and individually listed by name on the drum inventory sheet;
- C.2.2.4.11. Packaging list of requesting entity's packed waste materials has been reviewed and approved by the successful supplier. Rejected lists shall be annotated with reason for rejection and required change(s) to assist the requesting entity in preparing acceptable changes.
- C.2.2.4.12. In the event that a revision to the original purchase order is necessary due to unforeseen conditions, written documentation detailing the reasons for such revision and cost adjustment must be submitted to the requesting entity for review and approval. In no case will additional work beyond the original purchase order be performed without prior approval from the requesting entity.

C.2.2.5. Category 2: Emergency – Service Expectations

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

C.2.2.5.1. "Emergency" response:

- C.2.2.5.1.1. The successful supplier(s) shall verbally respond to requesting entity within thirty (30) minutes of verbal or written task order from the requesting entity.
- C.2.2.5.1.2. Within one (1) hour of verbal or written task order for service from requesting entity, the successful supplier's emergency response equipment and personnel shall be en route to the incident scene.
- C.2.2.5.1.3. The response equipment and personnel shall be capable of reaching the site within one hour for every fifty (50) miles from point of origin to the location of the emergency.
- C.2.2.5.1.4. After initial survey of the site (if needed) with prior approval by the requesting entity, the successful supplier(s) then shall issue a work plan and submit to the requesting entity. The successful supplier(s) shall not begin response work until the requesting entity has verbally approved the on-site work plan. Task Orders may be issued verbally but will be formalized in writing within a reasonable amount of time of no more than 48 hours after verbal order.
- C.2.2.5.1.5. The successful supplier(s) may utilize the services of subcontractors, if needed to expedite the response.
- C.2.2.5.1.6. If the situation allows, the successful supplier(s) shall discuss with the requesting entity, prior to implementation of the emergency services, the safety measures to be utilized in the performance of the emergency services
- C.2.2.5.1.7. The successful supplier(s) shall document the safety measures actually performed and submit such documentation to the requesting entity upon project completion. The successful supplier(s) shall maintain a complete daily log of all labor, equipment, materials and subcontracted services and expenses, if any, incurred in the performance of the emergency services
- C.2.2.5.1.8. The successful supplier(s) shall submit a copy of daily log sheets to the requesting entity by no later than noon of the following workday, unless otherwise specified by requesting entity.
- C.2.2.5.1.9. The successful supplier(s) shall agree and understand that the requesting entity shall determine when the emergency hazardous waste project is complete.
- C.2.2.5.1.10. Upon project completion, the successful supplier(s) shall submit an affidavit that all hazardous waste removed from the site have been properly and legally transported and destroyed or disposed.

C.2.2.5.2. "Rush" response:

- C.2.2.5.2.1. The successful supplier(s) shall verbally respond to requesting entity within 24 hours of verbal task order from the requesting entity.
- C.2.2.5.2.2. Within 72 hours of verbal task order for service from requesting entity, the successful supplier's rush response equipment and personnel shall be en route to the incident scene.
- C.2.2.5.2.3. After initial survey of the site (if needed) with prior approval by requesting entity, the successful supplier(s) then shall issue a work plan and submit to the requesting entity. The successful

supplier(s) shall not begin response work until the requesting entity has verbally approved the on-site work plan. Task Orders may be issued verbally and will be formalized in writing within 96 hours after verbal order.

- C.2.2.5.2.4. The successful supplier(s) may utilize the services of subcontractors, if needed to expedite the response.
- C.2.2.5.2.5. If the situation allows, the successful supplier(s) shall discuss with the requesting entity, prior to implementation of the emergency services, the safety measures to be utilized in the performance of the emergency services
- C.2.2.5.2.6. The successful supplier(s) shall document the safety measures actually performed and submit such documentation to the requesting entity upon project completion. The successful supplier(s) shall maintain a complete daily log of all labor, equipment, materials and subcontracted services and expenses, if any, incurred in the performance of the emergency services
- C.2.2.5.2.7. The successful supplier(s) shall submit a copy of daily log sheets to the requesting entity by no later than noon of the following workday, unless otherwise specified by requesting entity.
- C.2.2.5.2.8. The successful supplier(s) shall agree and understand that the requesting entity shall determine when the emergency hazardous waste project is complete.
- C.2.2.5.2.9. Upon project completion, the successful supplier(s) shall submit an affidavit that all hazardous waste removed from the site have been properly and legally transported and destroyed or disposed.
- C.2.2.6. Category 2 - Emergency and Rush Response - Specific Requirements
  - C.2.2.6.1. The successful supplier(s) shall provide emergency and rush response services on a 24-hour, 7-days a week basis, as requested.
  - C.2.2.6.2. Successful supplier shall provide a 24 hour toll-free number for requesting emergency and rush response.
  - C.2.2.6.3. The successful supplier(s) shall provide all necessary personnel and equipment to respond to, and provide cleanup, transportation and disposal of the following services, to include but are not limited to:
    - C.2.2.6.3.1. Over packing of leaking containers
    - C.2.2.6.3.2. Cleanup of Chemical and oil spills
    - C.2.2.6.3.3. Packaging reactive chemicals
    - C.2.2.6.3.4. Transporting waste
    - C.2.2.6.3.5. Arranging for and obtaining final disposal
  - C.2.2.6.4. The requesting entity shall not be unreasonable in allowing cost revisions in the event of unforeseen circumstances occurring at a site. In the event that a revision to the original work plan is necessary, supplier will submit written documentation detailing the task and schedule revision, the reasons for such revision and cost adjustment must be submitted to the requesting entity for review and approval prior to implementing the change. In no case will additional work beyond the original work plan be performed without prior approval from the requesting entity. In urgent circumstances, the requesting agency may verbally approve changes in scope and/or cost, which will be documented in writing within 72 hours.
- C.2.2.7. Category 1 – Routine - Specific Requirements
  - C.2.2.7.1. As requested by requesting entity, waste pickup scheduling or an as requested basis: Successful suppliers shall pick up waste during normal working hours (Monday through Friday, between 8:00 AM and 5:00 PM) unless prior arrangements are made and approved by the requesting entity. When the requesting entity requests waste management services be provided outside normal working hours, overtime or double time rates will prevail; however, if successful supplier requests waste management services be provided outside normal working hours, standard rate of pay will prevail. All waste pickups shall occur at a time mutually agreed to by the successful supplier and the requesting entity. If delays are created by the successful supplier, the successful supplier will be responsible for all costs associated with the additional handling of the waste to assure that the waste is removed from the waste generation location within the regulatory limits. If delays are created by the requesting entity, the requesting entity will be responsible for all costs associated with the additional handling of the waste to assure that the waste is removed from their waste generation location within the regulatory limits. The successful supplier shall notify the requesting entity of any change of the waste pick up time at least 24 hours prior to the scheduled pick up time. The successful

supplier shall notify the requesting entity of any change of the waste pick up date at least 2 working days prior to the scheduled pick up date.

- C.2.2.7.2. Standard time (ST) will consist of a standard normal working hours, 40 hour week. Work performed on a mobilization in excess of 40 hours/week/site is Overtime (OT) and is chargeable at Time-and-one-half (1.5 X ST rate). Work performed on State Legal Holidays is chargeable at Double time (DT) (2.0 X ST rate). All time charged for ST must be related to work at actions under this contract. Hours counting toward OT must be accumulated at a specific site. OT and DT must be approved in writing in advance by the requesting entity. Unapproved OT and DT will be reimbursed at ST rates.
- C.2.2.7.3. Successful supplier shall arrive at the waste generation location with all equipment, supplies, and other materials necessary to appropriately manage all waste.
- C.2.2.7.4. When waste analysis is performed by the requesting entity, requesting entity warrants that the waste packaged, loaded and removed under this contract shall be the waste that has been characterized (profiled) in the Waste Data Sheet and individually listed by name on the Drum Inventory Sheet. Requesting entity understands and agrees that successful supplier has the absolute right to reject and refuse to handle any shipment of waste in the event that successful supplier determines based on its sample analysis that the waste material does not conform to the description on the Waste Data Sheet supplied by the requesting entity.
- If the shipment is rejected or refused for misrepresentation by the requesting entity, then the requesting entity shall be obligated to pay entire cost of transportation of waste to and from the requesting entity's site.
- C.2.2.7.5. The successful supplier shall provide a written, assessment of the cost and a work plan for each project based upon the not to exceed prices stated in this contract. Not-to-exceed prices are firm, fixed unit prices that will be established under this contract for acquiring supplies and services which are mutually agreed upon by successful supplier and the State.
- C.2.2.7.6. Successful supplier shall be required to complete all work outlined by the work plan in accordance with the not-to-exceed cost.

C.2.2.8. Land Disposal Restrictions and Treatment Standards

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

C.2.2.9. Reporting Requirements

- C.2.2.9.1. Daily Log Reports. For each work day, for each project, the successful supplier(s) must maintain a log of activities indicating, at a minimum (if applicable on that day), the following:
- C.2.2.9.1.1. A detailed description of all work performed;
  - C.2.2.9.1.2. Units and costs for personnel, equipment, materials, and other resources used and/or expended;
  - C.2.2.9.1.3. Laboratory reports ordered and/or received;
  - C.2.2.9.1.4. Log sheet indicating the name of person, the specific level of protection, and the amount of time spent in a particular level of protection for all personnel in levels of protection;
  - C.2.2.9.1.5. Vehicle mileage log indicating date, the point of origin to the destination, start time to stop time, begin odometer to end odometer. Driver daily log can be used.
  - C.2.2.9.1.6. Site sign-in and sign-out sheet, indicating name and affiliation of each person to enter the site, as well as the time such person entered and left the site;
  - C.2.2.9.1.7. Volume of material, hazardous or non-hazardous, removed from the site, its destination(s), and the method(s) and estimated cost(s) of transportation, storage, treatment, and/or disposal;
  - C.2.2.9.1.8. Description of any unusual circumstances at the site, including any complaints received regarding the response action.
- C.2.2.9.2. Weekly Reports. When requested by requesting entity, the successful supplier(s) will submit written weekly reports to the requesting entity that summarize any on-site activity.
- C.2.2.9.3. Monthly Reports.

C.2.2.9.3.1. When requested by requesting entity, the successful supplier(s) will submit written monthly progress reports to the requesting entity by the 10<sup>th</sup> day of each calendar month. Each monthly progress report contents shall be determined by the requesting entity, which may include the following:

C.2.2.9.3.1.1. Administrative issues section such as a statement of total cost incurred for all work in the current reporting period or under the contract to date;

C.2.2.9.3.1.2. Site-specific response action summary section such as a summary of work completed this period or a description of work yet to be done.

C.2.2.9.4. Quarterly Reports. The successful supplier(s) must submit quarterly usage reports to the OMES, Central Purchasing Division and direct to the Contracting Office shown in section E.1 by way of email or facsimile. The reports are due thirty (30) days after the end of the calendar quarter; April 30<sup>th</sup>, July 31<sup>st</sup>, October 31<sup>st</sup> and January 31<sup>st</sup>. There are 2 reports needed to be submitted:

C.2.2.9.4.1. Usage reports: reports shall indicate, at a minimum, date issued, names of the requesting entity requiring services during the reporting period, waste generation location (city), order (project) number, purchase order number, date invoiced, amount invoiced.

C.2.2.9.4.2. Line item reports: the successful supplier(s) can generate its own format or use the format provided under file named "example – line item report". The reports shall indicate quantity of line item used during the reporting period.

#### C.2.2.10. Spill Responsibilities

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

C.2.2.10.1. Evacuate and warn those persons that may be affected by the spill.

C.2.2.10.2. Immediately contact requesting entity's representative

C.2.2.10.3. Clean up the spill in a manner that complies with federal, state and local laws, regulations, rules and standards.

C.2.2.10.4. For spills, that occur other than on a requesting entity's owned or leased property; provide all notifications and reports as specified by federal, state and local laws, regulations, rules, standards and permits.

#### C.2.2.11. Designated Agency Coordinator by Requesting Entity

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

C.2.2.11.1. Determination of completion of each project

C.2.2.11.2. Determination of emergency, rush, or non-emergency/non-rush status of the project

C.2.2.11.3. Review of daily cost figures as reported in the successful supplier's daily record;

C.2.2.11.4. Oversight and approval or disapproval of cleanup procedure;

C.2.2.11.5. Oversight and approval or disapproval of the use of certain equipment, personnel, materials, and/or related services and procedures;

C.2.2.11.6. Hours of work and/or days of work;

C.2.2.11.7. Establishment of proper safety protocol;

C.2.2.11.8. Stopping work for safety, environmentally unsafe activities or procedures or due to violation of safety regulations by the successful supplier(s) or the successful supplier's personnel or subcontractors;

C.2.2.11.9. Approval or disapproval of decontamination procedures;

C.2.2.11.10. Approval or disapproval of disposal sites and treatment technologies

#### C.2.2.12. Health and Safety Plan

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



public.

#### C.2.2.13. Waste Sampling and Analysis/Testing Service

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

C.2.2.13.1. Successful supplier shall use an Oklahoma Department of Environmental Quality or EPA certified laboratory or other approved laboratory that is accredited through acceptable accreditation programs such as a National Voluntary Laboratory Accreditation Program (NVLAP) that shall strictly adhere to the prescribed methods including provisions for sample preparation, prescribed equipment, detection limits and QA/QC procedures.

C.2.2.13.2. Sample shall be handled, stored and analyzed in accordance with good laboratory practices in accordance with EPA required standards and methods.

C.2.2.13.3. Standard written analysis result shall be submitted to the requesting entity within 5 business days of sample receipt.

C.2.2.13.4. Rush analysis, when analysis methods permit, shall be completed at greater than 24 hours but no later than 72 hours of sample receipt.

C.2.2.13.5. Emergency analysis, when analysis methods permit, shall be completed within 24 hours of sample receipt.

C.2.2.13.6. Typical analysis/testing requested:

C.2.2.13.6.1. Volatile and/or Semivolatile organics

C.2.2.13.6.2. Total Petroleum Hydrocarbons (TPH)

C.2.2.13.6.3. RCRA 8 and/or individual metals

C.2.2.13.6.4. TCLP Screen and/or extraction

C.2.2.13.6.5. EPA Characteristics analysis

C.2.2.13.6.6. PCBs (Wipes, soil, water, oil)

C.2.2.13.6.7. In-Field hazard characterization, sampling, and testing of small volumes of unknowns

C.2.2.13.7. The requesting entity may provide the successful supplier(s) with laboratory data. The successful supplier(s) shall review the data and notify the requesting entity of any waste that may require special handling or create problems or delays in waste management services. Should the successful supplier(s) see waste that can be managed in some more efficient or non-hazardous way that information shall be immediately communicated to the requesting entity.

C.2.2.13.8. The successful supplier(s) shall characterize the waste per EPA, DOT and requesting entity specifications and perform other requested analysis. Waste characterization shall, at a minimum, allow the successful supplier(s) to safely transport and manage waste in accordance with all applicable regulations.

C.2.2.13.9. Successful supplier shall have the capability to sample unknowns for characterization and analysis. Sampling by the successful supplier(s) at response sites will require the successful supplier(s) provide all equipment and materials necessary for sampling. On-site characterization shall be done safely and in accordance with all applicable regulations. Standard ASTM and EPA sampling methods shall be used. Successful supplier shall be able to characterize and analyze waste samples collected by the designated requesting entity's representative.

#### C.2.2.14. Packaging and Labeling

Successful supplier shall:

C.2.2.14.1. Supply USDOT specification, shipping containers and packaging material suitable for the packaging and shipment of all types of hazardous waste, when requested by requesting entity. Successful supplier shall properly package, mark and label waste for shipment including re-containerization, over packing or lab packing waste as necessary. This includes proper packaging and labeling of shock sensitive, reactive, and gas cylinders. The requesting entity may request that waste be packaged to meet DOT standards only;

C.2.2.14.2. Provide unused hazardous waste containers in accordance with 49 CFR §178 Specifications for packaging and 40 CFR §265 Subpart I Use and Management of Containers, when requested by requesting entity;

C.2.2.14.3. Pack all waste, when requested by requesting entity;

- C.2.2.14.4. Pack all waste in compliance with 49 CFR while minimizing cost to requesting entity;
- C.2.2.14.5. Bear all costs associated with marking and labeling containers;
- C.2.2.14.6. Review and approve all containers and labeling prior to shipping;
- C.2.2.14.7. Provide and affix the appropriate placards to its vehicle prior to leaving requesting entity's site;
- C.2.2.14.8. Provide requesting entity with all appropriated transportation documentation, uniform hazardous waste manifests, land disposal restriction forms, drum packing slips, and labels for each container at no additional cost to the requesting entity; and
- C.2.2.14.9. Properly mark and label any empty containers as "empty", as directed by requesting entity.
- C.2.2.14.10. If successful supplier needs to repackage waste(s) because of improper packaging by requesting entity, i.e., not packed in such a manner that all applicable federal, state and local laws, regulations, rules and standards are complied with, then successful supplier shall receive requesting entity's prior approval before performing the repackaging.
- C.2.2.14.11. All waste shall be removed from the waste generation site at the time the waste is packaged and labeled. Any exception shall be approved, in advance, by the requesting entity. If any waste is not transported, the successful supplier shall notify the requesting entity with waste management options and a proposed waste shipment schedule within 7 days of the initial waste packaging.
- C.2.2.14.12. Lab pack waste shall be packed in an efficient and cost effective manner. This may include providing to the designated requesting entity's representative:
  - C.2.2.14.12.1. a database system for sorting shipments based on DOT hazard classes,
  - C.2.2.14.12.2. technical assistance with safely combining chemicals,
  - C.2.2.14.12.3. a uniform labeling system that includes successful supplier and waste generation location information, and/or
  - C.2.2.14.12.4. "paper packing" of shipments to save labor cost and assist the designated agency representative with waste preparation prior to pickup services.
- C.2.2.15. Transportation Resources
  - C.2.2.15.1. Successful supplier shall provide the necessary transportation services to meet the transportation needs of the state for services provided under this contract, including short-haul and long-haul trucking, rail, and over-water transportation.
  - C.2.2.15.2. Successful supplier shall be a registered transporter company with all required permits and licenses for any applicable federal and states that the waste will be transported to or through.
  - C.2.2.15.3. Vehicles must be operated by personnel trained in the handling and transport of hazardous waste and emergency procedures. At a minimum, they shall have a commercial license with an endorsement with hazardous material.
  - C.2.2.15.4. Pursuant to the Motor Carrier Act of 1980, hazardous materials transporters must have an endorsement (MCS-90) that demonstrates financial responsibility that includes pollution coverage for toxic-material clean-ups. The successful supplier shall have and maintain this coverage through the terms of this contract and shall be responsible to ensure that any transporter that the successful supplier uses has this type of coverage.
- C.2.2.16. Transportation Documentation
  - C.2.2.16.1. Successful supplier shall provide and utilize appropriate transportation documents for removal of all waste as described herein from requesting entity's premises. For requesting entity that prepares its own uniform manifest, successful supplier shall provide assistance in the preparation of the manifest as requested by requesting entity.
  - C.2.2.16.2. The uniform manifest shall be reviewed and signed by an appropriate representative of the requesting entity or designated agent prior to or at a time of waste pick-up. Manifest shall be completed as prescribed by federal, state and local laws, regulations, rules and standards.
  - C.2.2.16.3. Successful supplier shall provide to requesting entity the original signed manifest(s), within thirty (30) calendar days of shipment.
  - C.2.2.16.4. If requested by requesting entity:
    - C.2.2.16.4.1. Each manifest, as well as all other required documentation or Bill(s) of Lading, shall be clearly and distinctly marked with the contract number and requesting entity's delivery order number as applicable. The contract number and delivery order number shall be noted in the upper right hand corner of each manifest.

C.2.2.16.4.2. Successful supplier shall provide all necessary data to enable the requesting entity to complete the Annual Reporting Information as required by the EPA; this information shall be made available within twenty (20) business days of pick-up.

C.2.2.16.4.3. When waste are manifested to a facility for temporary storage, repackaging or bulking, then the requesting entity shall provide the requesting entity documentation that lists the Final RTSDF to which each waste container's contents were sent to, copies of the shipping manifest(s), Bill(s) of Lading(s), acknowledgement of receipt by the Final RTSDF and any other pertinent paperwork.

C.2.2.17. Certification of Disposal Documentation (CD)

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

C.2.2.17.1. The CD shall be sent to the requesting entity within thirty (30) days from the date of disposal.

C.2.2.17.2. The CD document shall contain the following:

C.2.2.17.2.1. Requesting entity's name;

C.2.2.17.2.2. Requesting entity's shipment site or mailing address as requested by requesting entity;

C.2.2.17.2.3. Manifest number; and

C.2.2.17.2.4. Waste handling facility information:

C.2.2.17.2.4.1. Name and address of the RTSDF

C.2.2.17.2.4.2. Facility's EPA identification number

C.2.2.17.2.4.3. Waste management method

C.2.2.17.2.4.4. Date management method occurred

C.2.2.17.2.4.5. Facility official signature

C.2.2.17.2.4.5.1. If the waste is sent to another facility for use, e.g. recycled materials, energy recovery, list the facility(s) information (name and address).

C.2.2.18. Waste Handling and Storage Facilities

C.2.2.18.1. Successful supplier shall provide approved for use waste handling facilities as described herein RTSDF and any other facilities, including but not limited to ten (10) days transfer facilities, short and long-term storage facilities, and consolidators so that the regulatory limits for waste storage at the waste generation location would not be exceeded that will be used by the successful supplier to properly handle and dispose of waste under this contract. This includes storage of dioxin waste.

C.2.2.18.2. Successful supplier shall maintain current facility information with Central Purchasing Division, Oklahoma Department of Central Services for each waste handling facility and the waste stream(s) that will be managed at each facility under this contract.

C.2.2.18.3. Successful supplier shall dispose/destroy all waste within twelve (12) months from the original date of receipt, with the exceptions of dioxin bearing/forming waste that may require long-term storage and in rare cases where a waste stream may not have a current national capacity and it becomes necessary to reroute the waste, then the successful supplier shall obtain the requesting entity's written approval to reroute waste to another approved facility, identifying the existence of a new no national capacity market condition. Successful supplier shall provide the requesting entity a manifest detailing the reroute within thirty (30) days of shipment.

C.2.2.18.4. Recycling only facility (s) that are not required to have RCRA permits shall be required to obtain and maintain any and all state required permits in the state in which they are located, especially as it relates to liability insurance and financial assurance.

C.2.2.18.5. Hazardous waste that is to be recycled is subject to the requirements for generators, transporters and RTSDF in accordance with applicable hazardous waste rules. When shipping hazardous waste to a facility for recycling, the successful supplier must obtain proof that the waste was recycled.

C.2.2.18.6. All waste shall only be transported, accumulated, stored, recycled, destroyed or disposed of within the United States; unless no capacity exists in the United States for such an activity. Successful supplier shall obtain the requesting entity's written approval prior to shipping waste outside the United States for any purpose.

C.2.2.18.7. Any facility that receives and stores solid waste or materials that may become solid waste must be permitted as a solid waste processing facility under the Oklahoma Solid Waste Management Act.

C.2.2.19. Waste Handling Methods

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

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

#### C.2.2.20. Waste Pickup Authorization

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

C.2.2.20.1. Reference the change through notations on both the old and new manifest.

C.2.2.20.2. Note on the old and new manifest explanations of where and when the waste shipment was transferred to a new manifest.

C.2.2.20.3. Give copies of the final manifests including all notations to the affected requesting entity.

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

#### C.2.2.21. Task Order Requirements

C.2.2.21.1. All work and services to be performed under this contract will be initiated by a task order issued by the requesting entity representative. At a minimum, each task order issued under this contract will include the following:

C.2.2.21.1.1. A Brief description of the work to be performed

C.2.2.21.1.2. The work schedule, period of performance, or required completion date

C.2.2.21.1.3. The reporting requirements and deliverables, optional.

C.2.2.21.2. The successful supplier(s) shall respond back to the requesting entity representative with a written work plan with appropriate response turnaround time for each type of services (emergency or rush,).

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

C.2.2.21.3. The successful supplier(s) shall not begin response work until the DAC has verbally approved the work plan. The written approval shall be followed within 48 business hours after verbal approval.

#### C.2.2.22. Notifications to Requesting Entity

C.2.2.22.1. The requesting entity shall be notified in writing immediately of any of the following conditions at waste management facilities.

C.2.2.22.1.1. Significant releases of hazardous waste to the environment as defined by applicable regulations;

C.2.2.22.1.2. The onset of voluntary or requesting entity-mandated environmental cleanups;

C.2.2.22.1.3. Notice of regulatory violations, citations, or investigations;

C.2.2.22.1.4. Change in transportation methods, packaging, facility acceptance criteria and other waste handling policies that effect waste management cost or waste generation location preparation for waste shipment.

C.2.2.22.2. If the following conditions occur, the requesting entity shall be notified within 24 hours.

C.2.2.22.2.1. Discrepancies in waste shipments such as changes in waste codes, waste management methods, waste manifest entries, land ban form entries, and exception reports;

C.2.2.22.2.2. Rejection of the waste by the waste management facility;

C.2.2.22.2.3. Spill or incidents involving requesting entity waste that occur during transport, storage, treatment or disposal.

C.2.2.22.3. The requesting entity shall be notified in writing within 7 business days of any changes and anticipated changes in key personnel providing service under this contract.

#### C.2.2.23. Invoicing Procedures

Successful supplier shall within thirty (30) calendar days of the conclusion of the response action, submit invoice(s) that shall include,

at a minimum, the following information:

- C.2.2.23.1. Invoice date
- C.2.2.23.2. Name of successful supplier(s)
- C.2.2.23.3. Name and location of work as designated in Task order
- C.2.2.23.4. Contract/Purchase order number (generator's) and project number, if applicable
- C.2.2.23.5. Manifest or Bill of Lading numbers, date of shipment, weight of shipment
- C.2.2.23.6. Final weight ticket from receiving facility scale or other certified scale, as appropriate
- C.2.2.23.7. Description of the services and supplies, including quantity, unit price and extended totals
- C.2.2.23.8. Description of waste, including quantity, unit prices and extended totals
- C.2.2.23.9. Address where payment is to be mailed
- C.2.2.23.10. Waste Profile (Stream) number(s) as applicable
- C.2.2.23.11. State/EPA identification number (ID#) and address where service was provided
- C.2.2.23.12. Attached copies of manifest(s) or Bill of Lading
- C.2.2.23.13. Documentation of fuel adjustment criteria.

## **D. EVALUATION**

### **D.1. Best Value Criteria**

- D.1.1. The State intends to award to multiple Suppliers as a result of this Request for Proposal (RFP). Said contract will be awarded to the responsible Supplier(s) whose response, conforming to the RFP, is deemed best value.
- D.1.2. An evaluation team will conduct evaluation of responses and prices received in response to this solicitation according to these criteria:
  - D.1.2.1. technical proposal
  - D.1.2.2. supplier interviews
  - D.1.2.3. past experience and performance
  - D.1.2.4. organization
  - D.1.2.5. price and cost

### **D.2. Competitive Negotiations of Proposals**

In accordance with Oklahoma Statutes, Title 74 subsections 85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the Bidders responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that mitigate the State's risks. The State will consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bidder's proposal.

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

- D.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- D.2.2. Negotiations will only be conducted with potentially acceptable proposals. The State reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase.
- D.2.3. Terms, conditions, prices, methodology, or other features of the Bidder's proposal may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- D.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.2.5. BEST and FINAL – The state may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, the Bidder should not expect that the state will ask for best and finals to give the Bidder an opportunity to strengthen your proposal. Therefore, the Bidder must submit your best offer based on the terms and condition set forth in this solicitation.

## **E. INSTRUCTIONS TO BIDDER**

### **E.1. Introduction**

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

#### **E.1.1. MANDATORY AND NON-MANDATORY TERMS**

E.1.1.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Bidder's Proposal.

E.1.1.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

### **E.2. Technical Questions**

Technical questions concerning the RFP should be submitted in writing to the contracting officer listed on the front page of the solicitation no later than 05/12/2015.

### **E.3. RFP Submission Requirements**

E.3.1. Supplier should submit two (2) CDs or DVDs containing an electronic copy of the proposal which must be clearly marked with the Supplier's name, solicitation number and date of solicitation closing. This term overrides any terms in Section A requiring submission of hard-copy.

E.3.1.1. All electronic documents must be in one of the following software formats:

E.3.1.1.1. MS Word (.doc or .docx), MS Excel (.xls or .xlsx), or Adobe PDF (.pdf)

E.3.1.1.2. Graphic samples must be in tif, gif, jpeg or pdf

E.3.2. Each Supplier shall submit a complete proposal, and should clearly describe Supplier's ability to meet or exceed every requirement detailed in the Solicitation Request and this RFP.

E.3.3. Each Supplier shall submit the required forms in the front of the Solicitation Packet.

E.3.3.1. OMES-FORM-CP-076

E.3.3.2. OMES-FORM-CP-004

### **E.4. Category Responses**

E.4.1. Mandatory Category

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

E.4.2. Optional Category

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

E.4.3. Category Award

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

### **E.5. Solicitation Submission**

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

E.5.1. Cover Page

E.5.1.1. Suppliers should submit a cover page with their organizations name and contact information, as well as the category or categories to which they are responding.

E.5.2. Administrative Data

E.5.2.1. Suppliers should submit all applicable administrative documents requested in this RFP.

E.5.3. Technical Proposal

E.5.3.1. Suppliers shall submit a technical proposal indicating their ability to meet or exceed all specifications listed in Section C of the RFP. There should be no identifying information included in the technical proposal, including but not limited to company names, brands, or logos. Technical proposals including identifying information will be redacted. Proposals with excessive identifying information may be disqualified from further consideration.

E.5.4. Past Experience and Performance

- E.5.4.1. Suppliers shall submit descriptions of their last three contracts of similar size and scope and contact information for the customer's project manager.

#### E.5.5. Organization

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

##### E.5.5.1. Waste Management Facilities, Transporters and Testing Facilities

- E.5.5.1.1. Supplier must provide evidence of established working relationships with the RTSDF, transporters and testing facilities. If an existing working relationship does not exist between the successful supplier and any proposed RTSDF or transporter or testing facility, the successful supplier must provide written evidence of the RTSDF or transporter or testing facility willingness to provide subcontracting services under this contract. Evidence of an established working relationship may consist of any of the following:

- a. Letters of agreement;
- b. Existing legal contract;
- c. Completed uniform hazardous waste manifest;
- d. Paid invoice with corresponding purchase order;

Evidence of a working relationship shall be no older than 365 days prior to solicitation closing date.

- E.5.5.1.2. Supplier must list names and locations of all waste management facilities that will be used by the supplier to manage the waste stream. This includes, but not limited to transfer stations, consolidators, storage, and final facilities that will be used by the supplier to handle and dispose of waste under this contract for each waste management method in attachments # 1 and 2.

- E.5.5.1.3. Supplier must identify all approved haulers that will perform transportation under this contract in attachment # 4.

- E.5.5.1.4. Supplier must provide a list of facilities that will perform waste sampling and analysis/testing in attachment # 3.

##### E.5.5.2. Organization Profile

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

#### E.5.6. Permits and Licenses

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

- E.5.6.1. Intrastate for-hire motor carrier license from the Oklahoma Corporation Commission
- E.5.6.2. Intrastate private motor carrier license from the Oklahoma Corporation Commission
- E.5.6.3. Regulated Interstate Single State Registration certification from the Oklahoma Corporation Commission or from one of other participating states
- E.5.6.4. Unregulated Interstate Registration Certificate from the Oklahoma Corporation Commission
- E.5.6.5. Deleterious Substance Transport Permit from the Oklahoma Corporation Commission
- E.5.6.6. Hazardous Waste Registration and Permit from the Oklahoma Corporation Commission or from one of other participating states
- E.5.6.7. Environmental Protection Agency Identification number from the Department of Environmental Quality
- E.5.6.8. United States Department of Transportation number from the U.S. Department of Transportation for interstate transporter.

#### E.5.7. Cost

- E.5.7.1. Suppliers shall submit costs in accordance with Section G of the RFP.

### E.6. Vendor Interviews

The State reserves the right to conduct vendor interviews to determine the vendor expertise and capabilities. Interviews will be scheduled after the closing date of the RFP.

## **F. ATTACHMENTS**

- F.1.** Attachment # 1: Supplier Waste Handling Facilities Summary Table.
- F.2.** Attachment # 2: Supplier Subcontract Waste Handling Facilities Summary Table.
- F.3.** Attachment # 3: Supplier Waste Sampling and Analysis Testing.
- F.4.** Attachment # 4: Supplier Transportation Information.
- F.5.** Attachment # 5: Organization Profile
- F.6.** Attachment # 6: Category 1 Cost Worksheet
- F.7.** Attachment # 7: Category 2 Cost Worksheet

## **G. PRICE AND COST**

Suppliers shall submit their cost for services. Suppliers submitting a proposal for Category 1: Routine shall submit Attachment 6: Routine Cost Worksheet. Suppliers submitting a proposal for Category 2: Emergency shall submit Attachment 7: Emergency Cost Worksheet.