



**State of Oklahoma
Oklahoma Military Department
Contracting & Procurement Office
3515 Military Circle, OKC, OK 73111**

Solicitation Cover Page

1. Solicitation #: 0250000327

2. Solicitation Issue Date: 01/23/2020

3. Brief Description of Requirement:

Complete Landscaping, Shrub, Flower Bed, and Tree Maintenance, Fertilization/Lime Application, Debris / Police Grounds, Irrigation, and Lawn Maintenance with Optional Pre and Post Emergent Weed Control Services at the Norman Military Complex, 3745 Thunderbird Street, Norman, OK 73069. Performance Work Statement for service specifications/requirements attached; evaluation based on lowest and best. The Solicitation Request lists the bid documents required for contractors to complete/sign and submit in sealed bid envelope/parcel as well other contracting requirements. Initial Contract period: March 1, 2020 (or PO/Notice to Proceed) - February 28, 2021 with option to renew up to two (2) additional one (1) year periods.

A MANDATORY pre-bid meeting will be held on February 10, 2020 at 10:00 AM CDT/CST at the service location listed above; bidders are required to attend and sign in no later than fifteen (15) minutes after the scheduled meeting start time to have their bid accepted.

Vendors will be required to register with Central Purchasing prior to award. Vendors will not be required to register to *submit a bid response* but will be required to register prior to being awarded a contract *and* prior to each renewal of an award.

4. Response Due Date¹: February 19, 2020 Time: 3:00 PM CST/CDT

* **Requirement:** Receipt of bids by the Oklahoma Military Department - Contracting and Procurement Office, Building 3515 no later than the Response Due Date and Time stated above.

5. Issued By and **RETURN SEALED BID TO²:**

| | |
|----------------------------------|--------------------------------|
| U.S. Postal Delivery Address: | <u>3515 Military Circle</u> |
| | <u>Oklahoma City, OK 73111</u> |
| Common Carrier Delivery Address: | <u>3515 Military Circle</u> |
| | <u>Oklahoma City, OK 73111</u> |
| Electronic Submission Address: | <u>N/A</u> |

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

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

7. Contracting Officer:

Name: Lisa Waldrop
Phone: (405) 640-2167 (All questions/comments must be sent to the below email)
Email: Ng.ok.okarng.list.omd-state-solicitation@mail.mil

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

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries.



**State of Oklahoma
Oklahoma Military Department
Contract & Procurement Office
3515 Military Circle, OKC, OK 73111**

**Responding Bidder
Information**

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

1. **RE: Solicitation #** 0250000327

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit³:**

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

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

YES - Filing Number: _____

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

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

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

YES – Include with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.⁴

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

⁴ For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

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

| | |
|----------------------|-------|
| Authorized Signature | Date |
| Printed Name | Title |



SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

Dispatch via Print

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

| | | | |
|--------------------------|-----------------|-------------------|---------------------|
| Request Quote ID. | Date | Buyer | Page |
| 0250000327 | 01/23/2020 | Lisa Waldrop | 1 |
| Payment Terms | DateTime | Quote Open | Closing |
| 45 Days | 01/23/2020 | 07:18 AM | 02/19/2020 03:00 PM |

Requisition Number Reference: NOR Mil Complex-Beg 03-01-20

Ship To: OKLAHOMA MILITARY DEPARTMENT
OKSRM - SOL 0250000327
3515 MILITARY CIRCLE
OKLAHOMA CITY OK 73111-4398

Bill To: OKLAHOMA MILITARY DEPARTMENT
OKSRM - SOL 0250000327
3515 MILITARY CIRCLE
OKLAHOMA CITY OK 73111-4398

Supplier NAME: _____
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Supplier Responses

| Line | Cat CD / Item # - Descr | Qty. | UOM | Unit Cost | Ext. Cost |
|------|--|------|-----|-----------|-----------|
| 1 | 70111706 / 1000019773 LANDSCAPING/GROUNDS MAINTENANCE - Norman Military Complex | 1 | EA | | |

Provide bid amount below

Provide Complete Landscaping, Edging, Trimming, Irrigation, Debris / Police Grounds, Shrub, Hedge, Flower Bed, Tree, and Lawn Maintenance at the Norman Military Complex.

A MANDATORY pre-bid meeting will be held on February 10, 2020 at 10:00 AM CDT/CST at the service location; bidders are required to attend and sign in no later than fifteen (15) minutes after the scheduled meeting start time to have their bid accepted.

Service/Pre-bid Meeting Location: Norman Military Complex
3745 Thunderbird Street
Norman, OK 73069

The initial period of the contract will be from March 1, 2020 (or PO/Notice to Proceed) - February 28, 2021 with the option to renew up to two (2) additional twelve (12) month periods provided, however, that any contract extension shall be under the same prices, terms, and conditions identified in the contract documents. The period of performance under the initial contract term and under any option year are subject to the availability of funds and satisfactory performance during prior years as determined by the Oklahoma Military Department.

Bid submission must provide a single fixed rate per month for all periods (initial and option periods) inclusive of all services/costs/fees/charges.

Fixed Rate Per Month: \$ _____

Initial Period: PO/Notice to Proceed - February 28, 2021

Option to Renew Periods:

Optional Year 1: March 1, 2021 - February 28, 2022

Optional Year 2: March 1, 2022 - February 28, 2023

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

- Responding Bidder Information;
- Certification for Competitive Bid and/or Contract (Non-Collusion Certification);
- Solicitation Request Form;
- Copy of Insurance Certificate(s): Workers' Comp, Automobile, and General Liability;
- Addenda if any (Signed by Contractor Acknowledging receipt)
- Vendor Form

Basis of Award: The contract will be awarded using the lowest and best bid. Services will be provided by one selected contractor; subcontracting is not authorized. Please see attached Performance Work Statement for additional information and requirements.

All questions regarding this solicitation/work performed must be submitted in writing to:
Ng.ok.okarg.list.omd-state-solicitation@mail.mil

Mandatory: Sealed bid submissions must be received in the Oklahoma Military Department, State Contracting Procurement Office no later than February 19, 2020 at 3:00 PM CDT/CST. Late bids will not be considered.

Bid submissions must be in a sealed envelope with 0250000327 Attn: Lisa Waldrop on the envelope/package exterior and submitted by mail, courier or hand delivery to:

Oklahoma Military Department
Solicitation # 0250000327
Attn: State Contracting & Procurement Office - Lisa Waldrop
3515 Military Circle
Oklahoma City, OK 73111

This is NOT AN ORDER

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

Supplier Authorized Signature



SOLICITATION REQUEST

Request for Quote Request for Proposal Request for Bid

Dispatch via Print

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

| | | | |
|--------------------------|----------------------------|---------------------|-------------|
| Request Quote ID. | Date | Buyer | Page |
| 0250000327 | 01/23/2020 | Lisa Waldrop | 2 |
| Payment Terms | DateTime Quote Open | Closing | |
| 45 Days | 01/23/2020 07:18 AM | 02/19/2020 03:00 PM | |

Requisition Number Reference: NOR Mil Complex-Beg 03-01-20

Ship To: OKLAHOMA MILITARY DEPARTMENT
OKSRM - SOL 0250000327
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OKLAHOMA CITY OK 73111-4398

Bill To: OKLAHOMA MILITARY DEPARTMENT
OKSRM - SOL 0250000327
3515 MILITARY CIRCLE
OKLAHOMA CITY OK 73111-4398

Supplier NAME: _____
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Supplier Responses

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

Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
Payment terms will net 45.

See Performance Work Statement Section 4.8 INVOICING for invoice submission requirements to be considered a valid invoice.

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

Lead Time: _____

Supplier Remarks:

| | | | | | |
|---|-----------------------|--|---|----|---------------------------------|
| 2 | 70141603 / 1000023637 | Service: OPTIONAL Pre and Post Emergent | 1 | EA | <u>Provide Bid Amount Below</u> |
|---|-----------------------|--|---|----|---------------------------------|

OPTIONAL SERVICE:

Pre and Post Emergent - Services provided on an as needed basis and may or may not be needed
Must be requested and approved by the OMD Contract Manager

Bid submission must provide a single fixed rate per application for all periods
(initial and option periods) inclusive of all materials/chemicals/ services/costs/fees/charges.

Fixed Rate Per Complex Application: \$ _____

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

Lead Time: _____

Supplier Remarks:

COMMENTS:

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

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

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

This is NOT AN ORDER

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

Supplier Authorized Signature



SOLICITATION REQUEST

Request for Quote Request for Proposal Request for Bid

Dispatch via Print

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

| Request Quote ID. | Date | Buyer | Page |
|-------------------|------------|-----------------|---------------------|
| 0250000327 | 01/23/2020 | Lisa Waldrop | 3 |
| Payment Terms | Date | Time Quote Open | Closing |
| 45 Days | 01/23/2020 | 07:18 AM | 02/19/2020 03:00 PM |

Requisition Number Reference: NOR Mil Complex-Beg 03-01-20

Ship To: OKLAHOMA MILITARY DEPARTMENT
OKSRM - SOL 0250000327
3515 MILITARY CIRCLE
OKLAHOMA CITY OK 73111-4398

Bill To: OKLAHOMA MILITARY DEPARTMENT
OKSRM - SOL 0250000327
3515 MILITARY CIRCLE
OKLAHOMA CITY OK 73111-4398

Supplier NAME: _____
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

AUDIT AND RECORDS CLAUSE: (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. (b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

CANCELLATION AND TERMINATION: This contract shall be considered to be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract. Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice.

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

VENDOR PLEASE NOTE OKLAHOMA ARMY NATIONAL GUARD ENVIRONMENTAL PROTECTION GUIDELINES AS OTHER TERMS AND CONDITIONS WHEN FEDERAL FUNDS ARE INVOLVED

This is NOT AN ORDER

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

| |
|---|
| <p>Supplier Authorized Signature</p> |
|---|



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

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

Agency Name: Oklahoma Military Department Agency Number: 02500

Solicitation or Purchase Order #: Solicitation # 0250000327

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



Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- **State Employees:** Use [OMES Employee Vendor Request Form](#)
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency **MUST** first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

AGENCY SECTION (To be completed by state agency representative):

State agency representative should provide form to payee for completion of the vendor section shown below. Upon receipt of the completed form the agency should enter request instructions below. Please email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

| | | | |
|---|---|--|---|
| Agency Name | | Contact Name | |
| Phone # | | Fax # | Email |
| Agency Request To – Please select all applicable request types | | | |
| <input type="checkbox"/> Add New Vendor | <input type="checkbox"/> Update Existing Vendor | PeopleSoft 10-digit Vendor ID | _____ |
| <input type="checkbox"/> Add New Address | <input type="checkbox"/> Change Address/Location | PeopleSoft Address # | _____ PeopleSoft Location # _____ |
| <input type="checkbox"/> Change Vendor Tax ID | <input type="checkbox"/> Change Vendor Name | <input type="checkbox"/> Add Alternate Payee Name | PeopleSoft Location # _____ |
| <input type="checkbox"/> Other | Explain _____ | | |
| Vendor 1099 Reportable Status | Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor: | | |
| <input type="checkbox"/> Add: | <input type="checkbox"/> 1 - Rents | <input type="checkbox"/> 2 - Royalties | <input type="checkbox"/> 3 – Other Income |
| <input type="checkbox"/> Remove: | <input type="checkbox"/> 6 - Medical & Health Care | <input type="checkbox"/> 7 - Non-Employee Compensation | <input type="checkbox"/> 10 - Crop Insurance Proceeds |
| | <input type="checkbox"/> 14 - Gross Proceeds to an Attorney | | |

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

| | | | | | |
|--|------------------------------------|---|----------------------------------|--|--|
| Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment. | | | | | |
| Name | | Contact Name | | | |
| <i>Payee Legal Name for Business, Individual or Government Entity as filed with IRS</i> | | Contact Title | | | |
| DBA Name | | Phone # | | | |
| <i>Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name</i> | | Fax # | | | |
| Tax Identification Number (TIN) and Type: | | <input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN) | | | |
| Business Address -- Please provide primary address as reflected on payee's annual U.S. Internal Revenue Service tax documentation | | | | | |
| Address | | | City | | |
| State | Zip+4 | Remittance Email | | | |
| Optional Addresses – Please select address type as applicable | | | | | |
| Type: | <input type="checkbox"/> Remitting | <input type="checkbox"/> Ordering | <input type="checkbox"/> Pricing | | |
| | <input type="checkbox"/> Returning | <input type="checkbox"/> Mailing | <input type="checkbox"/> Other: | | |
| Address | | | City | | |
| State | Zip+4 | Remittance Email | | | |
| Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system. | | | | | |
| Name | | | Email | | |
| | Title | | | | |

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Please provide tax identification number applicable for payee IRS tax reporting

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Entity Filing Classification:

Domestic (U.S.) Sole Proprietor or Individual Domestic (U.S.) Partnership Domestic (U.S.) Corporation Type: _____

Limited Liability Company Type: _____

LLC Disregarded Entity: YES NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

Domestic (U.S.) Other Explain: _____

Foreign (Non-U.S.) Sole Proprietor or Individual* Foreign (Non-U.S.) Partnership* Foreign (Non-U.S.) Type: _____

Foreign (Non-U.S.) Other* Explain: _____

FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/fw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

| | | |
|--|--|---|
| <input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents | <input type="checkbox"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties | <input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income |
| <input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories | 515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS) | |
| <input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services | 515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation | |
| <input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney | | |

A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.2. Bid Submission

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

A.3. Solicitation Amendments

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

A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

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

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

A.6. Bid Opening

Sealed bids shall be opened by the Oklahoma Military Department located at 3515 Military Circle,
Oklahoma City, OK 73111 at the time and date specified in the solicitation as the 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 procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

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

A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

A.9.2.1. Any Addendum to the Contract;

A.9.2.2. Purchase order, as amended by Change Order (if applicable);

A.9.2.3. Solicitation, as amended (if applicable); and

A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

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

A.10. Pricing

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

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

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

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

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

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

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

A.13. Negotiations

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

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

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

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

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

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

A.14. Rejection of Bid

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

A.15. Award of Contract

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

A.16. Contract Modification

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

A.17. Delivery, Inspection and Acceptance

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

A.18. Invoicing and Payment

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

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

A.19. Tax Exemption

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

A.20. Audit and Records Clause

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

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

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

A.25. Termination for Convenience

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

A.26. Insurance

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

A.27. Employment Relationship

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

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

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

**PERFORMANCE WORK STATEMENT
FOR
GROUNDS MAINTENANCE /
LANDSCAPING SERVICES**

**Norman Military Complex
CSMS, FMS, 63rd CST**

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

**PERFORMANCE WORK STATEMENT
FOR
GROUNDS MAINTENANCE / LANDSCAPING SERVICES**

1. DESCRIPTION OF SERVICES. The contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that grounds maintenance and landscaping service are performed at Norman Military Complex (herein after "NMC") in a manner that will maintain healthy grass, trees, shrubs, and plants and present a clean, neat, and professional appearance. The NMC is located at 3745 Thunderbird Street, Norman, OK 73069.

1.1. MAINTAIN IMPROVED GROUNDS.

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

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

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

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

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

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

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

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

1.1.8 Aerate Soil. Aerate soil on 5 acres of improved grounds to maintain grounds in a healthy state.

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

1.3 Maintain Semi-Improved Grounds.

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

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

1.4. MAINTAIN TREES/SHRUBS/HEDGES

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

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

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

| Performance Objective | SOW Para | Performance Standard | AQL |
|--|-----------------|--|---|
| Maintain Improved and Semi-Improved Grounds | 1.1 and 1.3 | Grass is maintained within proper height for its area. Sod does not need to be replaced. Sod is healthy and looks well maintained | Customer complaints shall not exceed 1 per month |
| Maintain Trees, Shrubs, Broadleaf Evergreens, Hedges, | 1.4 | Trees, plants, hedges, flowers, flourish and do not need to be replaced. They have adequate drainage and mulch. They do not show any sign of disease or pests | Customer complaints shall not exceed 2 per month. |
| and Perennial Flowers | | and appear healthy. They are pruned properly and in a timely manner. They are trimmed properly. Bedding is mulched and free of weeds, grass, and debris. Fertilizer and soil amendments are applied. | |
| Maintain Irrigation System and Replace Parts | 1.5 | Irrigation system functions properly. | System Functions 95% of time. |
| Police Grounds of Trash and Litter | 1.1.5 | Grounds are free of trash and litter. | Customer complaints shall not exceed 2 per month. |
| | | | |

3. **GOVERNMENT FURNISHED PROPERTY AND SERVICES.** Appendix C

4. GENERAL INFORMATION.

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

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

4.2 HOURS OF OPERATION. The NMC is open 0700-1600, Monday through Thursday. Contractor services will be performed during these hours. Work cannot be performed outside these hours without pre approval in writing from the Contract Manager on a case by case basis.

4.5. N/A.

4.6. GENERAL PROVISIONS.

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

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

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

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

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

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

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

4.6.8 The initial term of the grounds keeping contract shall be from March 1, 2020 through February 28, 2021, with an option to renew for up to two (2) additional twelve (12) month periods provided, however, that any contract extension shall be under the same prices, terms, and conditions identified in the contract, and shall be agreed to, in writing, by the State and the Contractor. Renewal of the contract, relative to the option year, will become effective on March 1, 2021. The period of performance under the initial contract term and under any extension (option year) shall be conditioned upon the receipt of funds and satisfactory performance during prior years as determined by the Oklahoma Military Department. This contract is subject to the availability of funds.

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

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

4.8 PARTNERING AGREEMENT. The Contract Manager may require a partnering agreement between the government and the contractor to ensure joint cooperation and a sound partnership of all parties involved in the execution of this contract. Partnering is the creation of a government-contractor relationship that promotes achievement of mutually beneficial goals. It involves an agreement in principle

to share the risks involved in completing the project and to establish and promote a nurturing partnership environment. Representatives from each organization are encouraged to participate in developing the partnering agreement. Suggested representation is the civil engineer manager, the COR, the government contract manager, the contractor's manager, and the contractor's quality control person. All costs for the partnership agreement should be shared equally between the government and contractor. This group is responsible for developing a formal partnering agreement that should be signed by all parties involved. The agreement should contain as a minimum: specific goals to be reached and a list of objectives to reach the goals, a set of metrics to evaluate the objectives, a frequency for meetings to review the metrics, and a statement of cooperation to execute the terms of the agreement. The agreement should contain as a minimum: specific goals to be reached and a list of objectives to reach the goals, a set of metrics to evaluate the objectives, a frequency for meetings to review the metrics, and a statement of cooperation to execute the terms of the agreement.

4.9 INVOICING:

Original Invoices shall be submitted for (items) services ordered and delivered.
Invoices will be paid in arrears after services have been performed. Payment terms are net 45 days.

Invoices shall be addressed as follows:

Oklahoma Military Department
Attention: FMB
3515 Military Circle
Oklahoma City, OK 73111

All invoices will be sent to the following email address:
ng.ok.okarng.list.state-fmb-invoices@mail.mil

All invoices shall include the following:

1. Purchase Order number.
2. Complete remittance address.
3. Building/Facility where work was performed.
4. Date(s) work was performed.
5. Services performed.
6. Services billed hours.
7. Itemized materials list Contractor used for job completion.
8. Include Forms DD 1532 & DD 1532-1 with each invoice.

5 APPENDICES.

- A. Estimated Workload Data**
- B. Maps and/or Site plans**
- C. Government Furnished Property/Services/Equipment**
- D. Environmental Contract General Requirements**
- E. Forms: DD1532 and DD1532-1**

APPENDIX A

ESTIMATED WORKLOAD DATA

| ITEM | NAME | ESTIMATED QUANTITY | |
|------|--|--------------------|--------------|
| | | | |
| 1 | Improved Grounds | 12.6 | Acres |
| 2 | Semi-improved Grounds(Include Unimproved Grounds) | 20.8 | Acres |
| 3 | Airfield grounds | N/A | Acres |
| 4 | Vegetation Control | ----- | Acres |
| 5 | Edging | 6,800 | Lineal feet |
| 6 | Trimming | 10,200 | Lineal feet |
| 7 | Maintain Bedding Areas and flower beds | ----- | Square yards |
| 8 | Prune trees | ----- | Acres |
| 9 | Areas without Irrigation Systems that require manual watering techniques | 8.7 | Acres |
| 10 | Irrigation systems | N/A | Lineal feet |
| 11 | Police grounds | 11.5 | Acres |
| 12 | Mulched areas | ----- | Square yards |
| 13 | Aerate soil | 3 | Acres |
| 14 | Fertilized and add soil amendments | 3 | Acres |
| 15 | Special events and emergencies | ----- | Units |

APPENDIX B

MAPS AND/OR SITE PLANS

SITE MAP TO LOCATION

IMPROVED GROUNDS

SEMI-IMPROVED GROUNDS

EDGING & TRIMMING

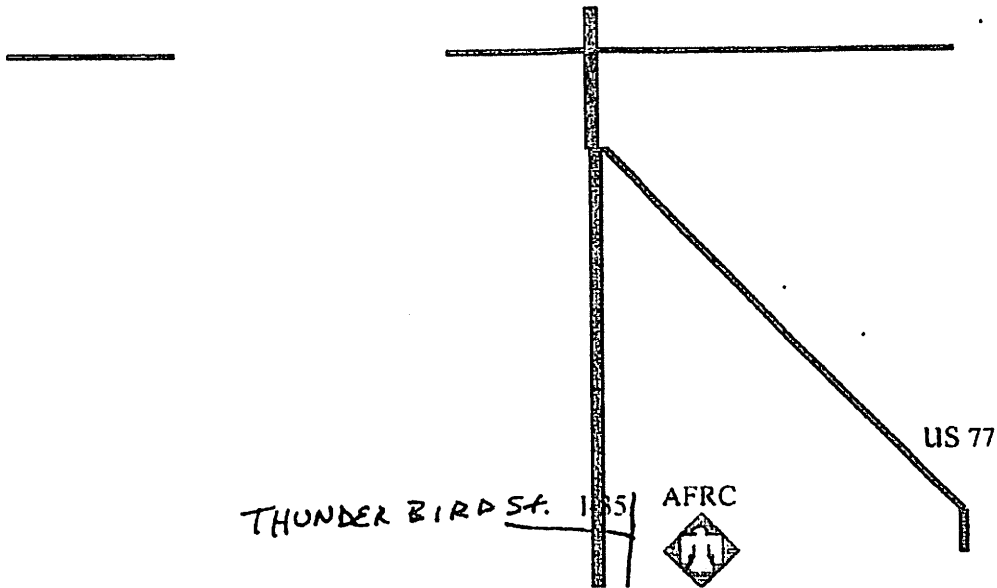
POLICING GROUNDS

NORMAN Military Complex

OKC
I-35

N ↑

Indian Hills Road

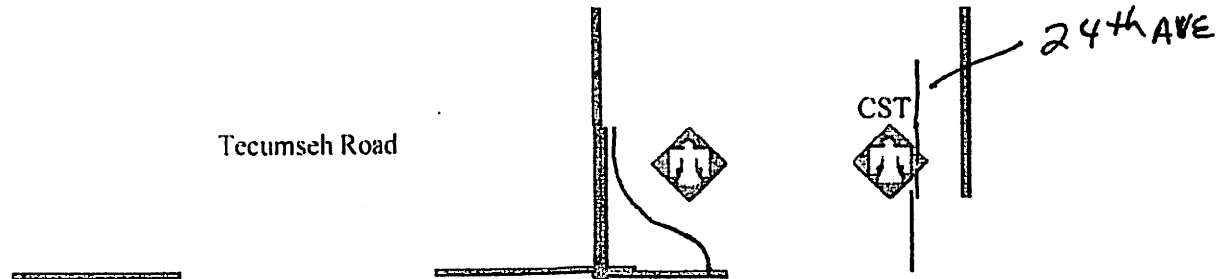


THUNDER BIRD ST. 135

AFRC

CSMS

Tecumseh Road



CST

24th AVE

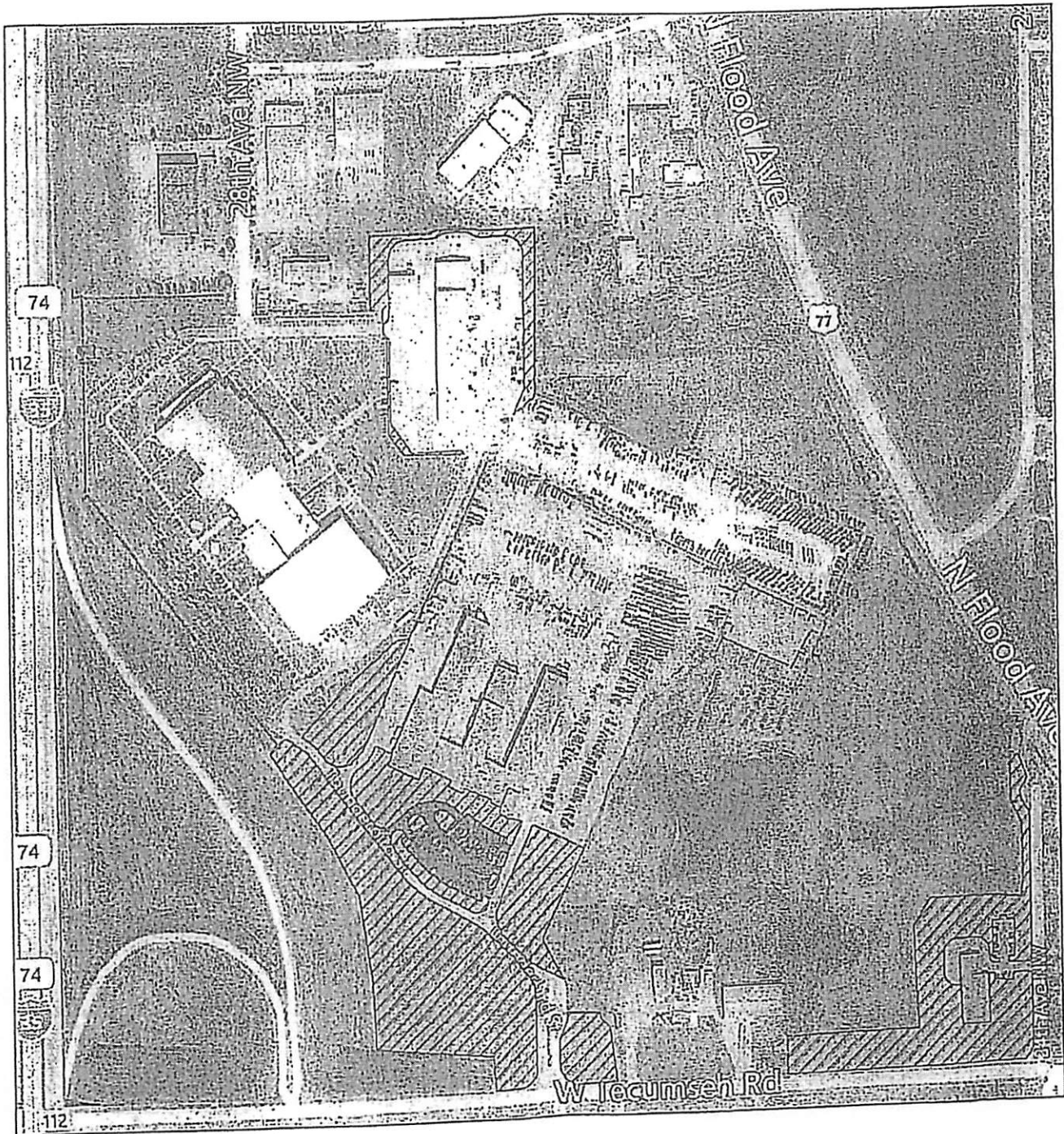
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4000 W. Thunderbird S
Norman, OK 73069

CSMS
3745 W Thunderbird
Norman, OK 73069

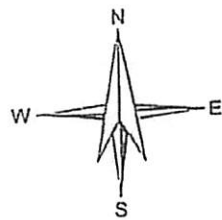
63rd CST
3620 24th Ave
Norman, OK 73069

(not to scale)

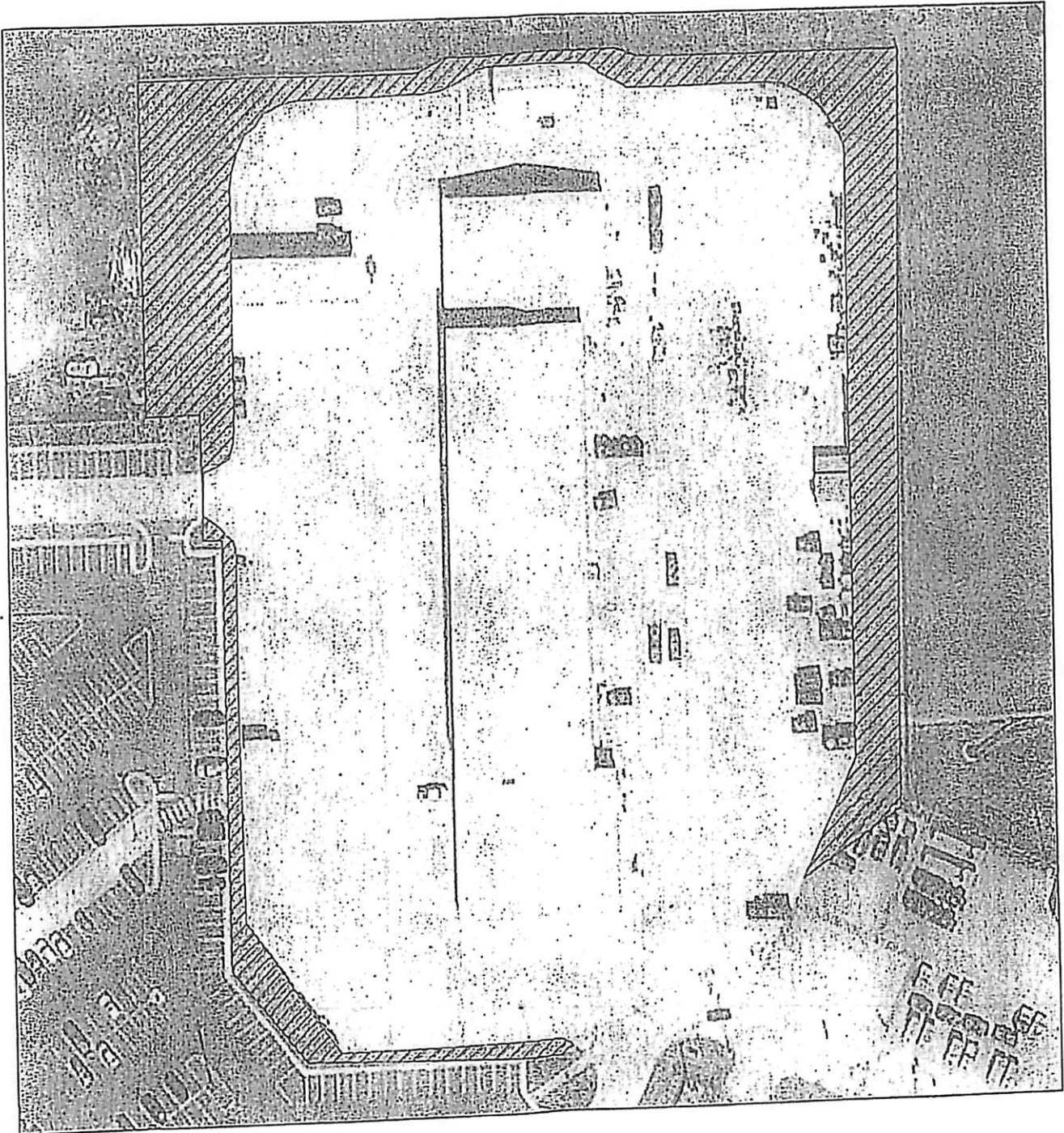
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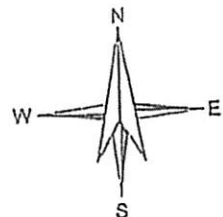
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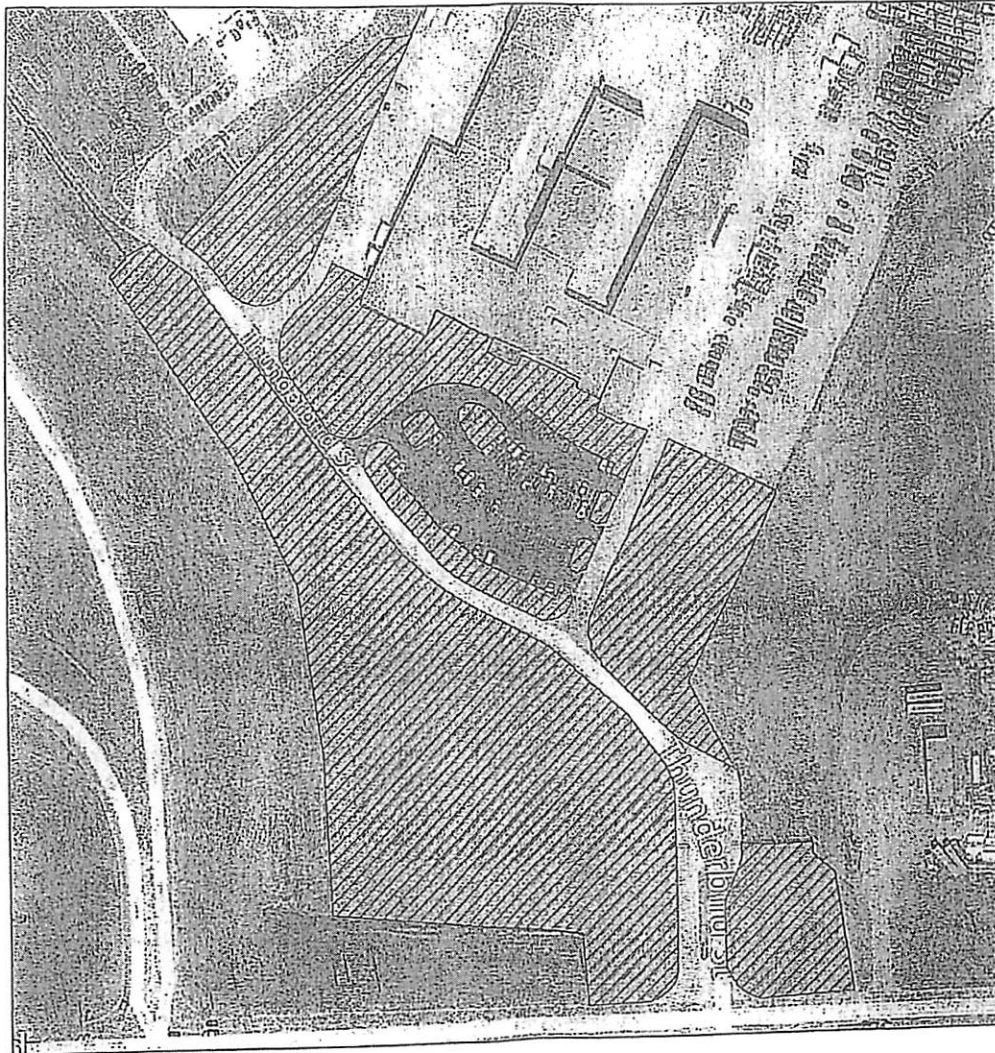
Improved Grounds Norman Military Complex



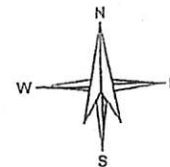
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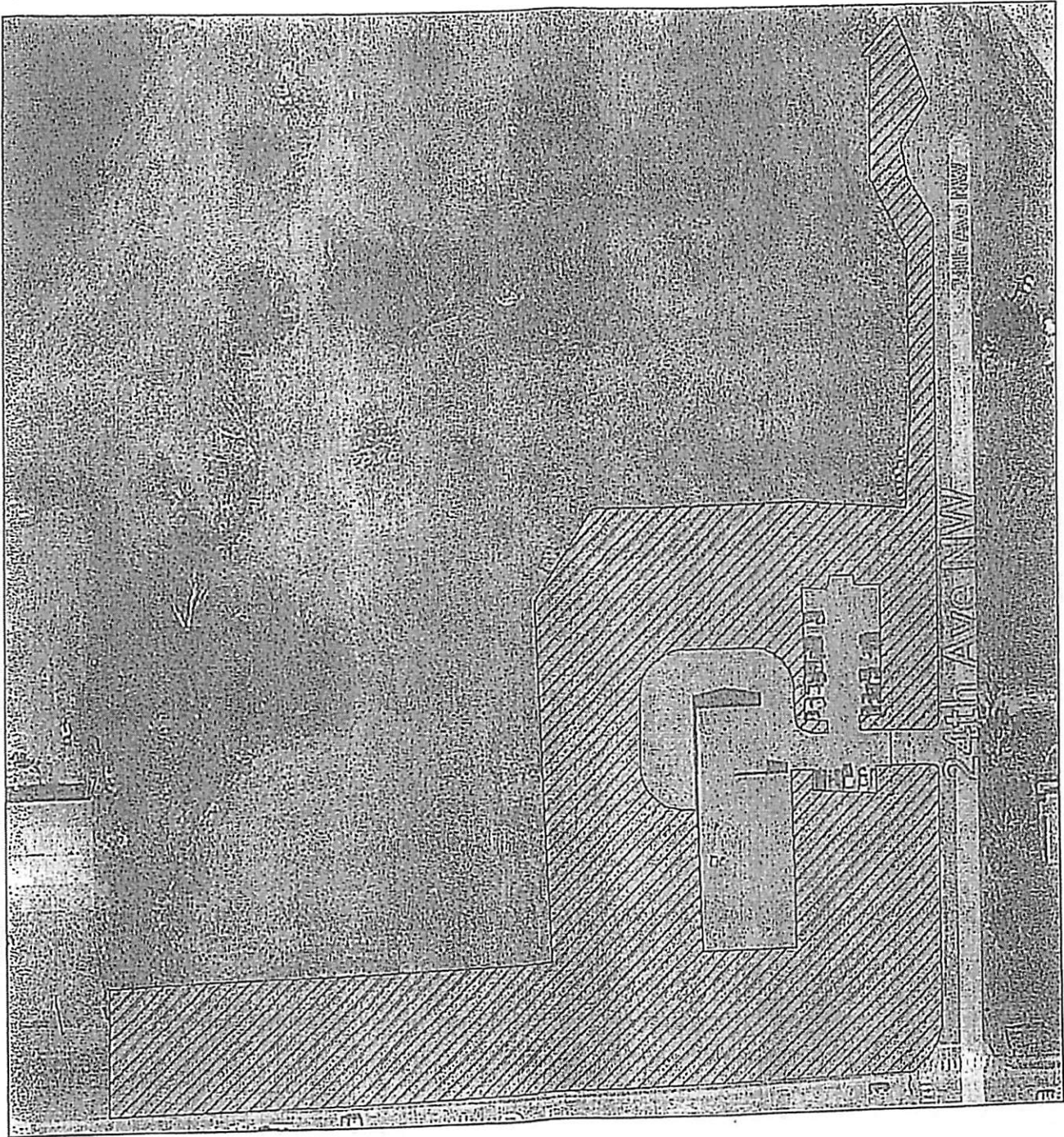
Improved Grounds
Norman Military Complex



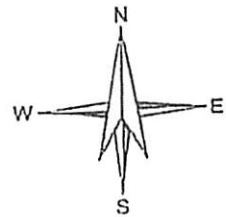
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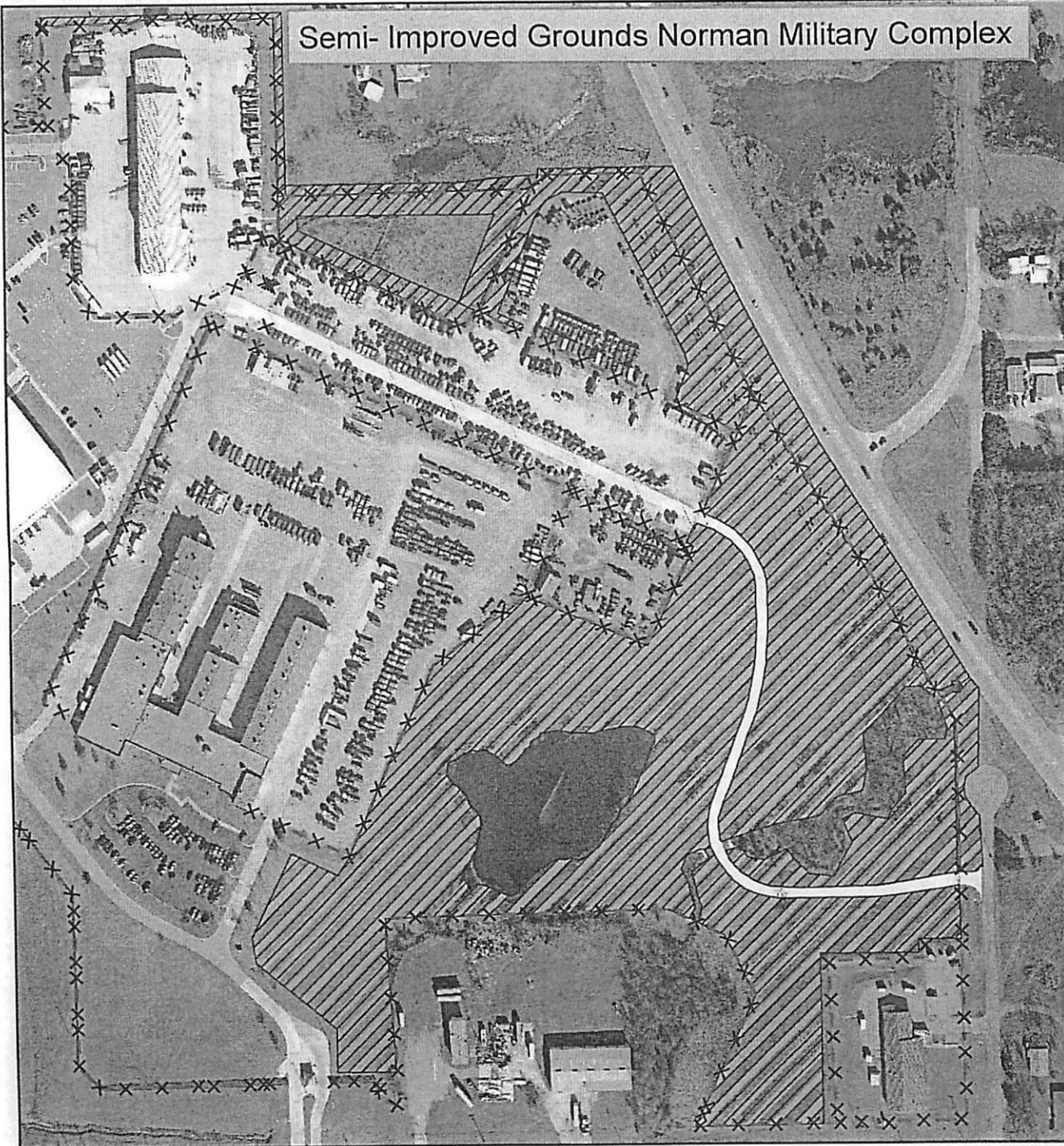
Improved Grounds Norman Military Complex



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Semi-Improved Grounds Norman Military Complex



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Semi-Improved Grounds consists of 20 Acres
Area extends to both sides of fencing.

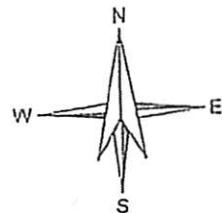
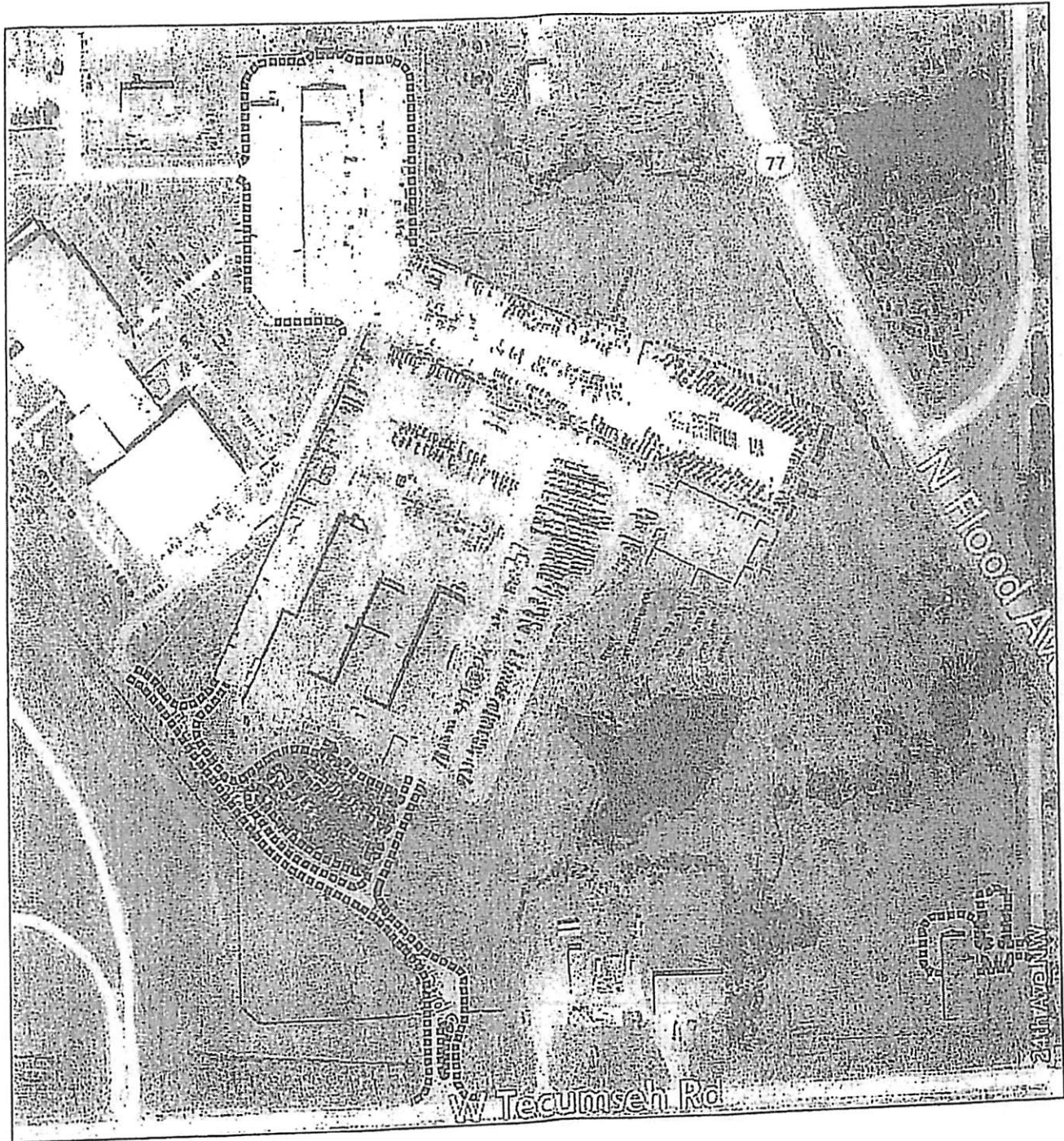
Legend

X-X- Fence

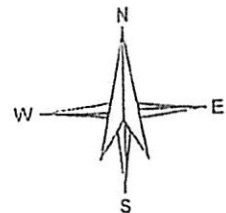
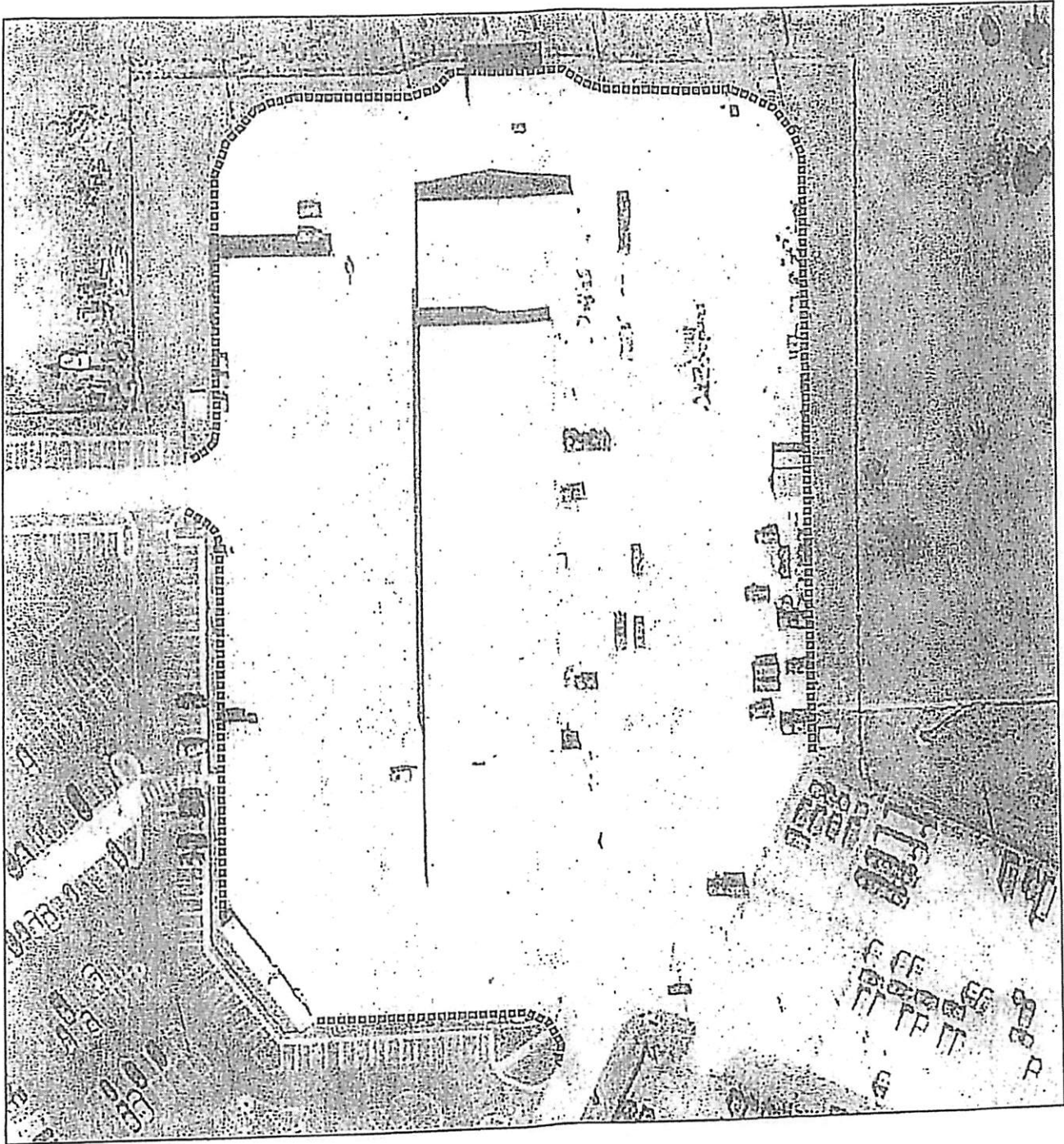


Semi-Improved Grounds

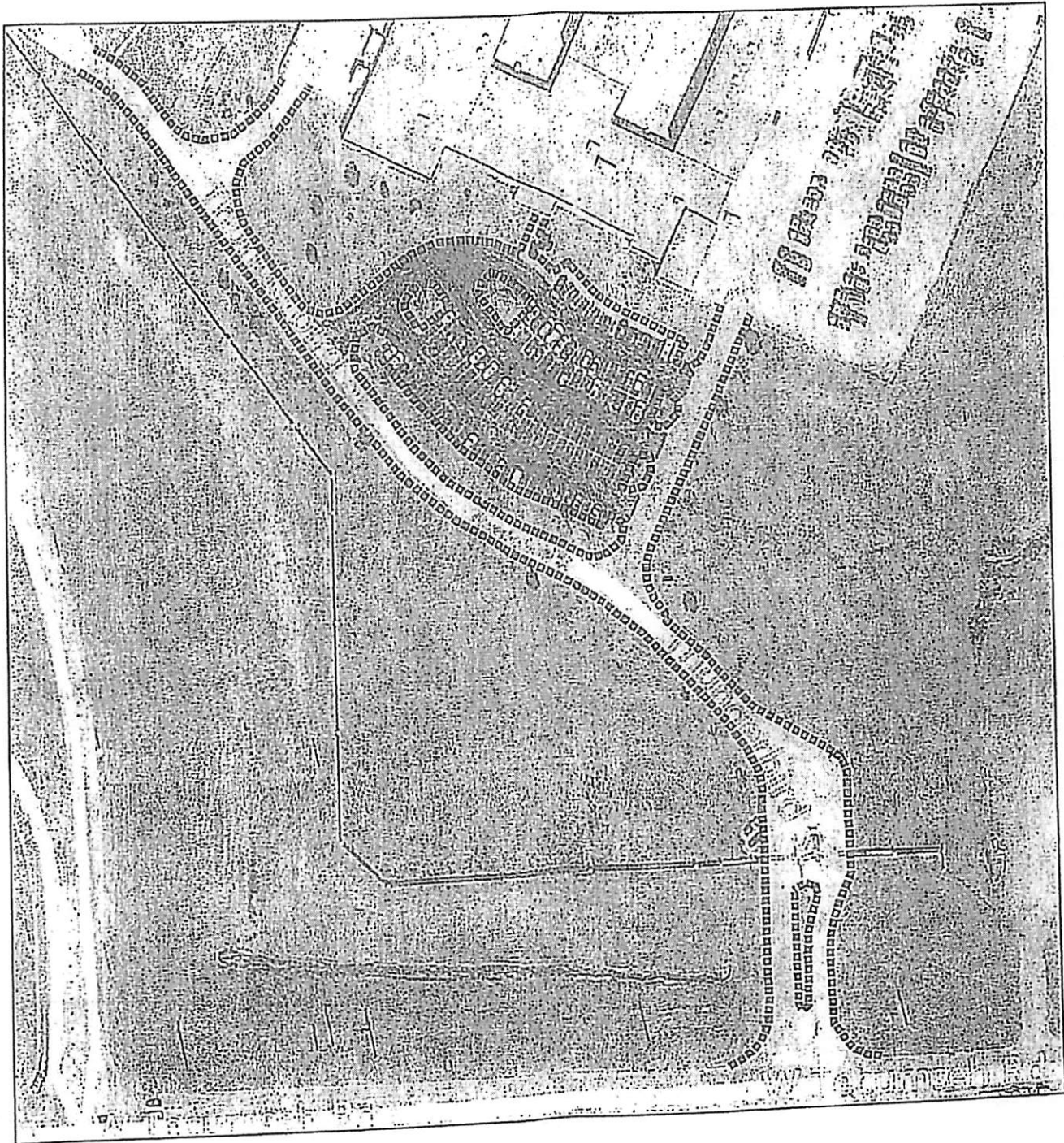
Edging Norman Military Complex



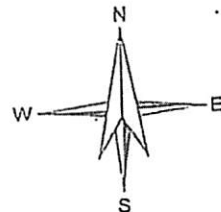
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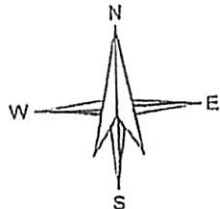
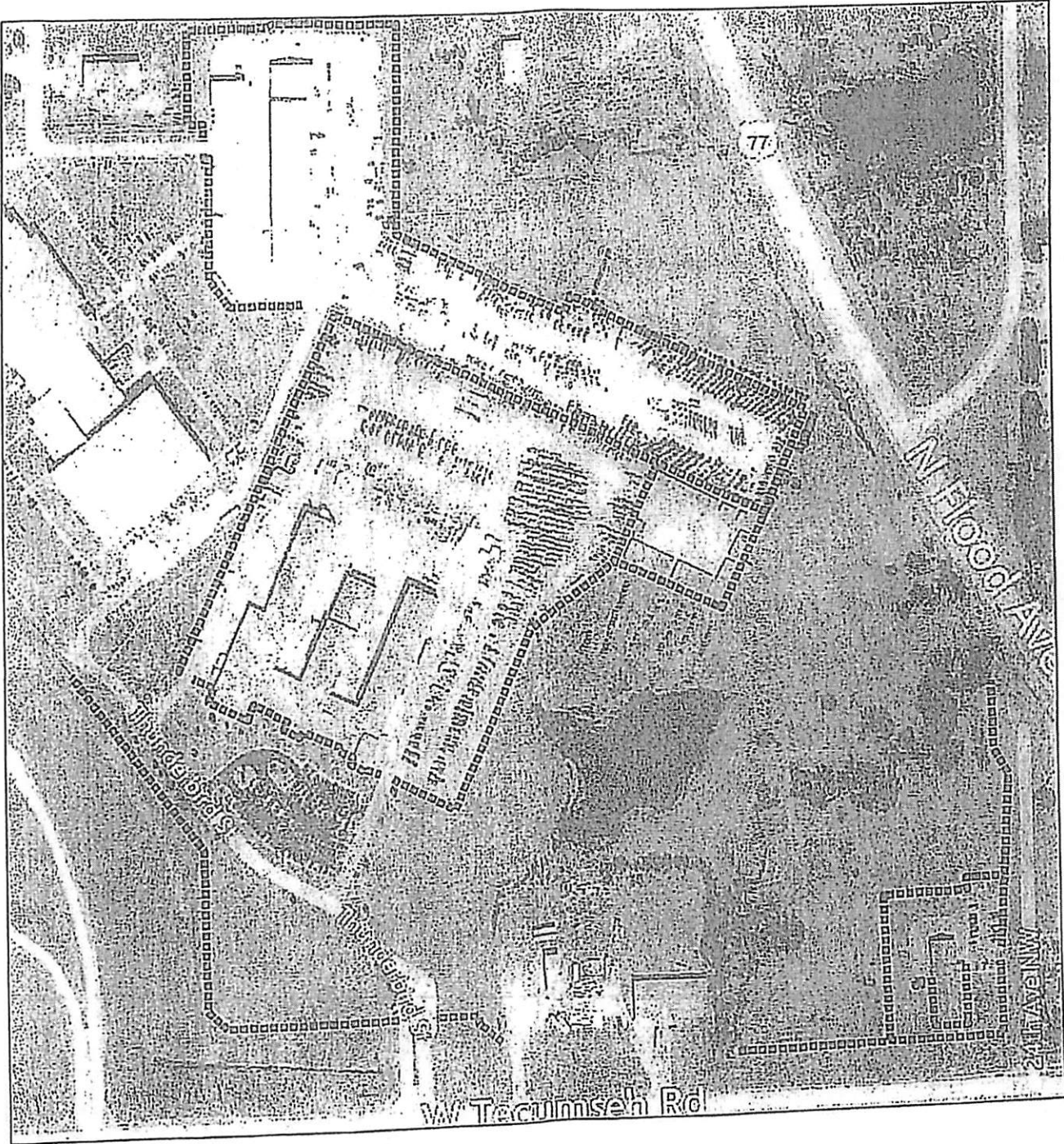
Edging Norman Military Complex



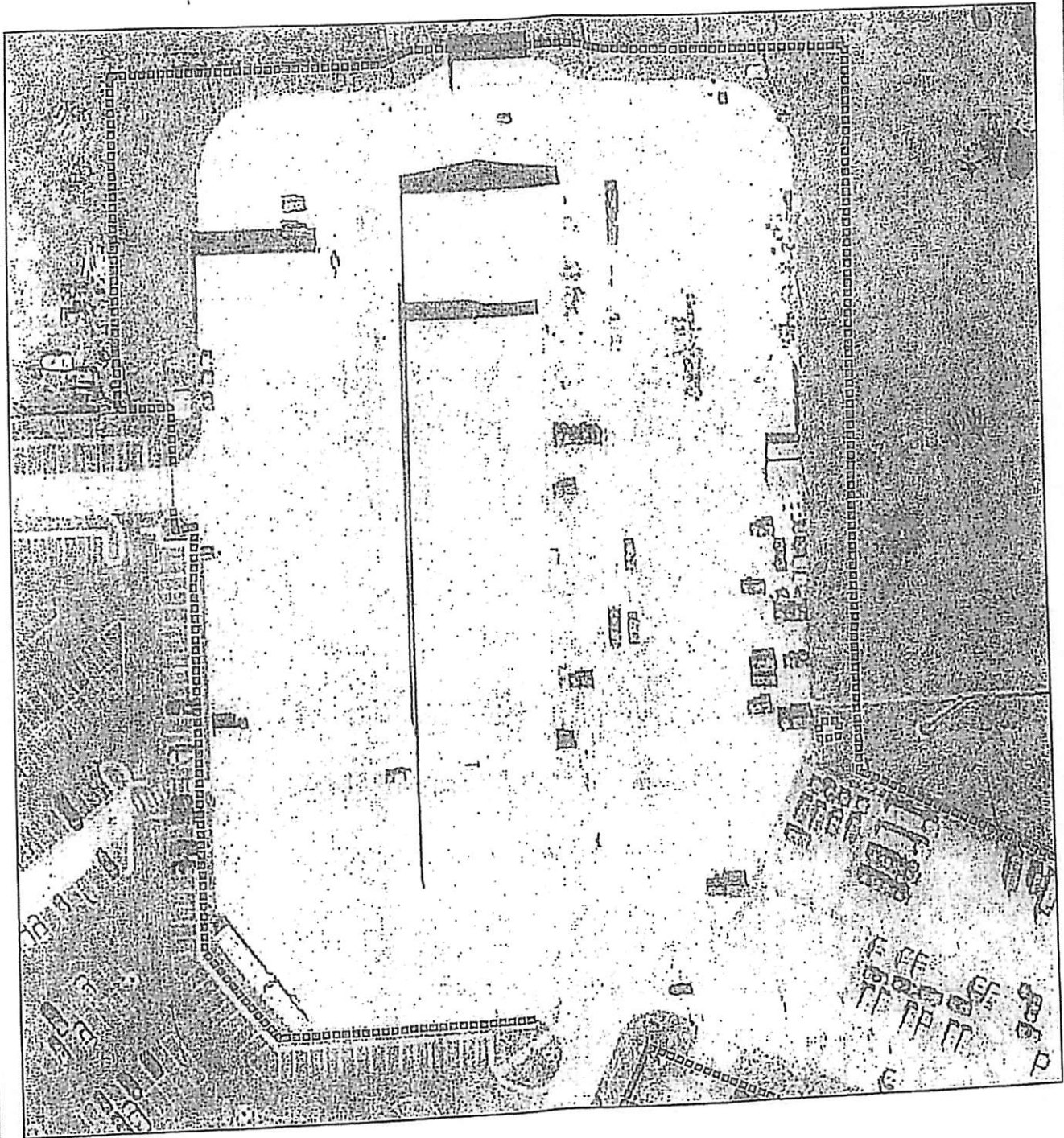
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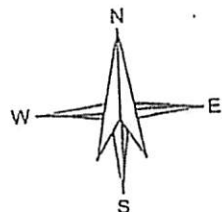
Trimming Norman Military Complex



Trimming Norman Military Complex



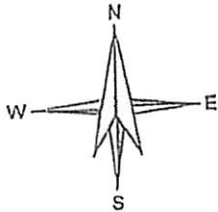
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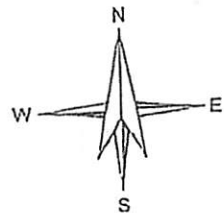
Trimming Norman Military Complex



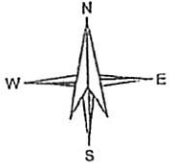
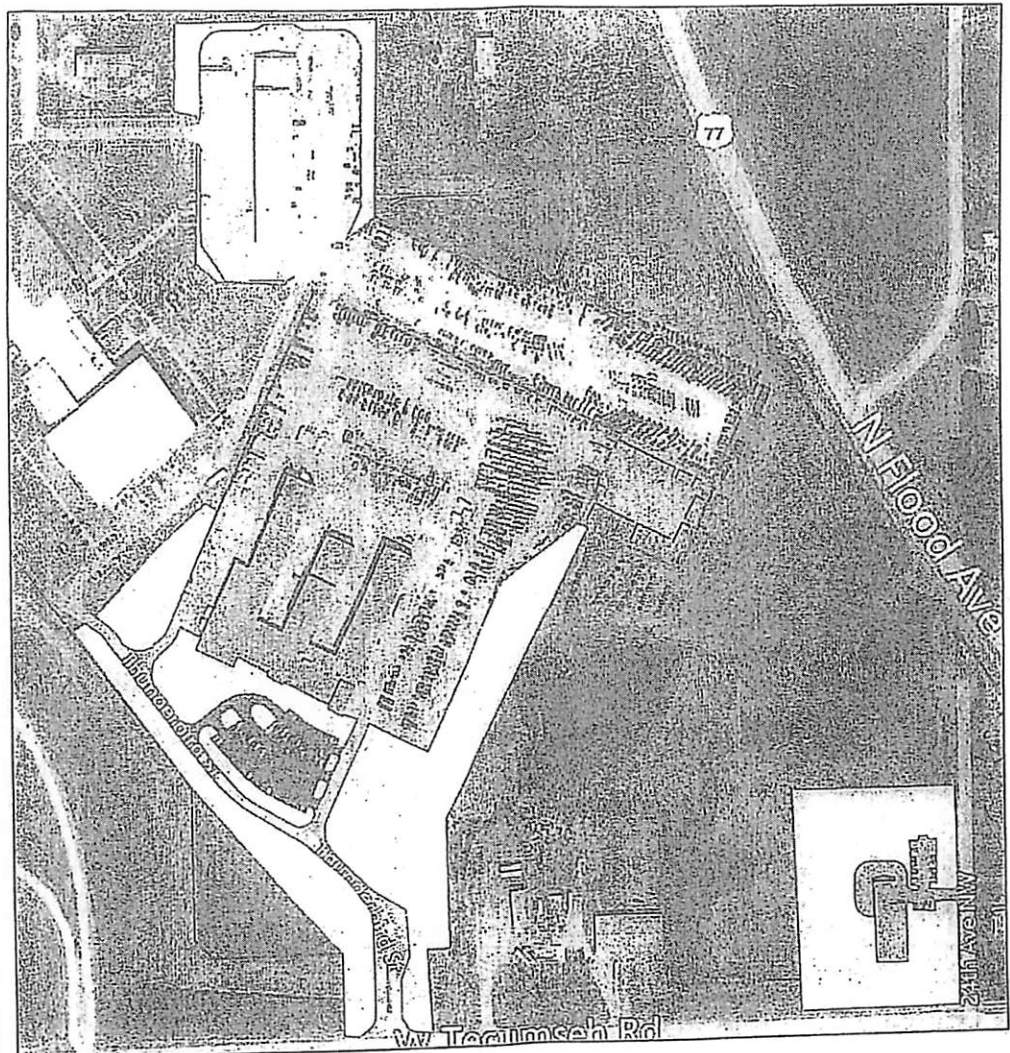
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Trimming Norman Military Complex



Police Grounds
Norman Military Complex



APPENDIX C

GOVERNMENT FURNISHED PROPERTY/SERVICES/EQUIPMENT

1. Potable Water from outside spigots.
2. Electrical Service from outside electrical outlets (120V).

APPENDIX D

Environmental Contract General Requirements

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

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

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

In the event an environmental nonconformance or non-compliance associated with the contracted services is identified, the contractor shall take corrective and/or preventative actions. In the case of a noncompliance, the contractor shall respond and take corrective action immediately. In the case of a nonconformance, the contractor shall respond and take corrective action based on the time schedule established by the OKARNG eMS Management Representative or their designee.

6.3 Protection of Land Resources: It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this contract be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. Insofar as possible, the contractor shall confine his construction activities to areas defined by the plans or specification, to the areas to be cleared for other operations, or to quarry, borrow or waste areas indicated on the plans. At the onset of

borrow excavation, topsoil shall be saved, leveled or trimmed to regular lines and shaped to provide a neat appearance. In all instances the restored area shall be well drained, so as to prevent the accumulation of stagnant water. Except in areas marked on the plans to be cleared, the contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without written approval.

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

6.4 Protection of Water Resources:

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

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

6.4.2.1 General Permit for Storm Water Discharges for Construction Activities: Any contractor performing a construction activity, including clearing, grading, and excavating, which results in the disturbance of one or more acre of land, requires submission of a Notice of Intent (NOI) to apply for coverage under the Oklahoma Department of Environmental Quality (ODEQ) current General Permit for Storm Water Discharges for Construction Activities within the State of Oklahoma, and subsequently submit a Notice of Termination when the activities are complete. Construction projects subject to coverage through the permit are required to have a Storm Water Pollution Prevention Plan (SWP3). SWP3s will be developed in accordance with (IAW) the National Pollutant Discharge Elimination System (NPDES) Permit and IAW the Oklahoma Pollutant Discharge Elimination System (OPDES) requirements. The intent of the SWP3 is to identify potential sources of pollution at a facility and to identify the Best Management Practices (BMPs) that will reduce contaminants in storm water runoff discharging to state waters. The plan must be updated when any significant change occurs at the facility that would potentially affect the quality of storm water runoff. The SWP3s shall be prepared IAW good engineering practices and IAW the factors outlined in the activity's permit.

The contractor will maintain copies of the SWP3 at each applicable facility and will make it available to regulators upon request. Detailed content requirements of construction activity SWP3s are identified in current General Permit for Storm Water Discharges for Construction Activities within the State of Oklahoma and include:

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

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

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

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

6.5 Protection of Cultural Resources

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

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

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

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

6.8 Air Quality:

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

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

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

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

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

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

PEST MANAGEMENT REPORT

C.D. CODE 1 2 3 4 5 6 7 8 9 10 11 12

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Business, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ORGANIZATION.

REPORT CONTROL SYMBOL

1. MAJOR OR REVIEWING COMMAND

a. NAME

b. ADDRESS

2. REPORTING INSTALLATION

a. NAME

b. ADDRESS

| NO. | TARGET PEST | | OPERATION | | | PESTICIDE | | | | | TIME | | | |
|-----|----------------------|----------------------|--|----------------------|----------------------|----------------------|----------------------|------------------------|----------------------|----------------------------------|----------------------|-------------------|---|-----------------------|
| | Name (a) 13-15 | Name (b) 17-18 | Total Units Treated (c) 20-24 | Unit (d) 25-27 | Site (e) 28-30 | Name (f) 31-33 | Form (g) 34-36 | APPLICATION | | Final Conc. % (h) 44-49 | RATE (Per Area Unit) | | SUPPLY SOURCE S.N.C.C. (i) 59 | Hours (j) 65-71 |
| | | | | | | | | Amount (j) 37-41 | Unit (k) 42-43 | | Lbs. (l) 50-55 | % (m) 55-58 | | |
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| 17 | | | | | | | | | | | | | | |

| NO. | TARGET PEST | | OPERATION | | | | | PESTICIDE | | | | SUPPLY SOURCE Enter S.M.C.C. (m) BB | TIME Hours (nd) 09 - 71 |
|-----|---------------------|---------------------|------------------------------------|---------------------|---------------------|---------------------|---------------------|-----------------------|---------------------|------------------------------|---|--|----------------------------|
| | Name (a) 13 - 15 | Name (b) 17 - 19 | Total Units Treated (c) 20 - 24 | Unit (d) 25 - 27 | Site (e) 28 - 30 | Name (f) 31 - 33 | Form (g) 34 - 36 | Amount (h) 37 - 41 | Unit (i) 42 - 43 | Final Conc. % (j) 44 - 49 | Rate (Per Area Unit) Lbs. (k) 50 - 56 | | |
| 18 | | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | | |
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3. REMARKS

INSTRUCTIONS FOR USE

- Detailed instructions of the implementing department directive shall be used in the preparation of this report.
- Military installations shall prepare this report by the 15th day after the end of each month. The report shall be prepared and signed by the DOD certified pest management supervisor, applicator or inspector and by the installation engineer.
- Three copies shall be signed and distributed as follows:
 - Copy No. 1. To the appropriate pest management professional in accordance with implementing department directives for technical review.
 - Copy No. 2. Record to the installation surgeon.
 - Copy No. 3. Record copy to the installations engineer for two year retention in accordance with Public Law 92-516.

4. INSTALLATION ENGINEER (Reviewing Officer)

a. TYPED NAME _____

b. SIGNATURE _____

c. DATE (YYYYMMDD) _____

5. INSTALLATION CERTIFIED PEST MANAGEMENT SUPERVISOR, APPLICATOR, OR INSPECTOR

a. TYPED NAME _____

b. SIGNATURE _____

c. DATE (YYYYMMDD) _____

| | | |
|---------|----------------|---|
| j | Final Conc. % | Contains the final concentration percent of the pesticide used in the control operation. |
| k and l | Rate lb. and % | Used together, columns (k) and (l) reflect the rate of application per unit of the pesticide. The data in columns (k) and (l), reflect either (a) the pesticide concentration per unit area or (b) the actual pounds of active ingredient, i.e., rate, per unit area. |
| m | Supply Source | Contains the most appropriate report term for the location from where the pesticide was obtained. Values include S, N, G, or C. |
| n | Time | Contains the number of hours devoted to all aspects of the pest control operation. |

Table A-1 Description of Fields on DD Form 1532

| Column | Field Name | Description |
|---------|---------------------|--|
| a | Name | Contains the most appropriate report term for the pest being controlled. Examples of report term values are FILTHFLIES, ANTS, FLEAS, SPIDERS, JPBEETLES, FOODPESTS, OWI, OTP, BDLVDWEEDS, BRUSH, TURF, OPD, etc. |
| b | Operation Name | Contains the most appropriate term for the pest control operation; operation names are paired with area units from column (d). Examples of report term values are FOGGING, MISTING, DGHAND, DGPEG, SOILFUM, BARRIER, EXBAIT, INBAIT, etc. |
| c | Total Units Treated | Contains the area, volume, or individual item treated. The numerical value must be reported as a whole number. Fractions of a unit (i.e., 1/8 acre) are combined with subsequent treatments. |
| d | Area Unit | Contains the area, volume, or individual item unit associated with the total units treated, column (c). Values include AC, EA, MSF, MLF, CF, CY, MCY, MLF, and MBF. |
| e | Site | Contains the most appropriate report term for the site where the control operation occurred. Examples of report term values include EXC, OFF, RES, IMP, TRE, WAW, UTIL, GRH, KEN, GRG, REC, OPB, CRP, and GRZ. |
| f | Name | Contains the most appropriate report term for the applied pesticide. If two or more pesticides are simultaneously applied, you must report them as separate entries. This column remains blank for control operations that do not involve pesticides. Examples of report term values are ROUNDUP, DUSWETSULF, FYRETHRUM, KELTHANE, DURSBAN, ETHOPROP, CARBARYL, FICAM, DIAZINON, GLUE, ZNPH, HCN, VAPAM, CAPTAN, DACONIL, etc. |
| g | Form | Contains the formulation if the pest controller used a pesticide used in the operation. |
| h | Application Amount | Contains the amount (a whole number) of the pesticide applied in the finished or diluted form. This column is left blank for control operations that do not involve pesticides. |
| i | Application Unit | Contains the unit associated with the application amount from column (h). FDW is pounds, ZGL is gallons, FLO and FLOZ are fluid ounces. |
| j | Final Conc. % | Contains the final concentration percent of the pesticide used in the control operation. |
| k and l | Rate lb. and % | Used together, columns (k) and (l) reflect the rate of application per unit of the pesticide. The data in columns (k) and (l), reflect either (a) the pesticide concentration per unit area or (b) the actual pounds of active ingredient, i.e., rate, per unit area. |
| m | Supply Source | Contains the most appropriate report term for the location from where the pesticide was obtained. Values include S, N, G, or C. |
| n | Time | Contains the number of hours devoted to all aspects of the pest control operation. |

After each application of pesticide, complete the DD Form 1532-1 before the applicator leaves using the following steps.

- STEP 1. Complete the following fields:
- Building/Area. Enter the building number or area involved.
 - Size. Enter the size of the building or area involved.
 - Type of Construction. Enter the type of construction of the building using the following abbreviations:
 - CO= Concrete
 - BV= Brice Veneer
 - WP= Wood
 - BL= Block
 - ST= Steel
 - OT= Other
 - Use Designation - Enter the primary use of the building or area such as armory building, automotive maintenance, or parade grounds, etc.
- STEP 2. Date. Fill in the date the pesticide was applied.
- STEP 3. Units Serviced. Enter the part of the building involved, such as a room or apartment number, or in the case of outdoor areas, a site designation such as "south section of parade grounds" or "trees".
- Hint:
- These are useful when spraying a multi-unit building with the same building number.
 - If more than one operation was used, be sure to annotate this by filling out a line for each operation.
 - If more than one chemical is used, make sure to fill out a line for each chemical.
- STEP 4. Work Origin. Enter also the work origin using the symbols in the legend to show how the work was initiated. The codes include:
- SW= Scheduled work
 - WR= Work request
 - SC= Service or trouble call
 - R= Routine inspection
- STEP 5. Unit of Measure. Enter the amount of area treated and the unit of measure used to determine the amount of area.
- STEP 6. Target Pest. Enter the name of the target pest.
- STEP 7. Control Operation. Enter how the control operation was performed, fogging, baiting, dusting, or surveying if no control was performed.
- STEP 8. Pesticide Used. If a pesticide was used, enter the following:
- Pesticide name
 - EPA registration number
 - Concentration of the finished formula
 - Amount of pesticide used

**OKLAHOMA ARMY NATIONAL GUARD
ENVIRONMENTAL MANAGEMENT BRANCH
ENVIRONMENTAL PROTECTION GUIDELINES FOR CONTRACTORS**

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

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

Environmental Management System (EMS): The contractor shall perform work under this contract consistent with the relevant policy and objectives established by the Oklahoma Army National Guard (OKARNG) EMS as applicable for the contract. EMS is the management system the OKARNG uses to implement The Adjutant General's (TAG's) Environmental Policy in accordance with Army Regulation 200-1, Environmental Protection and Enhancement. All employees and contractors must know the contents of TAG's Environmental Policy and have that policy readily available. The TAG's Environmental Policy is available for public viewing at the following web address: <http://www.ok.ng.mil/programs/environmental/>

EMS awareness training is available from the OKARNG Environmental Management Branch at 3515 Military Circle, Oklahoma City, OK. In addition, the contractor shall ensure their employees are aware of the roles and responsibilities identified by the current TAG's Environmental Policy statement and how these requirements affect their work performed under this contract. Furthermore, if an employee or contractor manages an activity that could have a significant environmental impact, that person must also know how to properly manage that activity. The contractor shall perform work in a manner that conforms to all appropriate Environmental Management Programs and Operational Controls identified by the OKARNG EMS, and provide monitoring and measurement information as necessary for the organization to address environmental performance relative to the environmental, energy, and transportation management goals as provided in Executive Order 13693, Planning for Federal Sustainability in the Next Decade. In the event an environmental nonconformance or noncompliance associated with the contracted services is identified, the contractor shall take corrective and/or preventative actions. In the case of a noncompliance, the contractor shall respond and take corrective action immediately. In the case of a nonconformance, the contractor shall respond and take corrective action based on the time schedule established by the OKARNG EMS Management Representative or their designee.

Protection of Land Resources

General: It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this contract be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. Insofar as possible, the contractor shall confine his construction activities to areas defined by the plans or specification, to the areas to be cleared for other operations, or to quarry, borrow or waste areas indicated on the plans. At the onset of borrow excavation, topsoil shall be contoured and shaped to provide a neat appearance. In all instances the restored area shall be well drained, so as to prevent the accumulation of water unless otherwise established in the contract and approved by the OKARNG Environmental Management Branch. Except in areas marked on the plans to be cleared, the contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without written approval.

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

Protection of Water Resources

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

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

Storm Water Design Requirements: EISA Section 438 (Title 42, US Code, Section 17094) established into law storm water design requirements for Federal development and redevelopment. Under EISA Section 438 requirements, Federal facility projects over 5,000 square feet must "maintain or restore, to the maximum extent technically feasible, the

predevelopment hydrology of the property with regard to the temperature, rate, volume, and duration of flow.”

EPA Technical Guidance 841-B-09-001, dated 4 December 2009, “Technical Guidance on Implementing the Storm water Runoff Requirements for Federal Projects under Section 438 of the Energy Independence and Security Act” provides background information, key definitions, case studies, and guidance on meeting the new requirements. Reference Deputy Undersecretary of Defense, Installation and Environment (DUSD (IE)) Policy Memo dated 19 Jan 2010, “DoD Implementation of Storm Water Requirements under Section 438 of the Energy Independence and Security Acts (EISA)”. The use of Low Impact Development (LID) is required for the project to achieve design objectives stated in DoD Policy on Implementing Section 438 of the Energy and Independence and Security Act (EISA), dated 19 January 2010 and UFC 3-210-10 (LID), dated 15 November 2010.

The following LID techniques shall be considered: permeable pavement, cisterns/recycling, green roofs, filter/buffer strips, grassed swales, bioretention swales, rain barrels, , tree box filters, site utilization, filtration, interception/infiltration, retention of storm water volumes, and structural solutions. Soil amendments or removal and replacement will be provided as necessary to facilitate LID features. Underdrain systems shall be provided in any bioretention areas.

The Contractor shall evaluate the drainage conditions and submit sealed calculations verifying EISA Section 438 and DoD/Army LID policies have been met in accordance with UFC 3-210-10 to the OKARNG for civil and environmental review. The Contractor shall provide a narrative stating project design goals were achieved along with sealed calculations. Estimated design and construction costs for implementing EISA Section 438 shall be documented in the project cost estimate as a separate line item.

General Permit for Storm Water Discharges for Construction Activities: Any contractor performing a construction activity, including clearing, grading, and excavating, which results in the disturbance of one or more acre of land, requires submission of a Notice of Intent (NOI) to apply for coverage under the Oklahoma Department of Environmental Quality (ODEQ) current General Permit for Storm Water Discharges for Construction Activities within the State of Oklahoma, and subsequently submit a Notice of Termination (NOT) when *the activities are complete*. Construction projects subject to coverage through the permit are required to have a Storm Water Pollution Prevention Plan (SWP3). SWP3s will be developed in accordance with (IAW) the National Pollutant Discharge Elimination System (NPDES) Permit and IAW the Oklahoma Pollutant Discharge Elimination System (OPDES) requirements. The intent of the SWP3 is to identify potential sources of pollution at a facility and to identify the Best Management Practices (BMPs) that will reduce contaminants in storm water runoff discharging to state waters. The plan must be updated when any significant change occurs at the facility that would potentially affect the quality of storm water runoff. The SWP3s shall be prepared IAW good engineering practices and IAW the factors outlined in the activity’s permit. The contractor will maintain copies of the SWP3 at each applicable facility and will make it available to regulators upon request.

Detailed content requirements of construction activity SWP3s are identified in current General Permit for Storm Water Discharges for Construction Activities within the State of Oklahoma and include:

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

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

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

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

Protection of Cultural Resources

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

Inadvertent Discoveries: In the event of an inadvertent discovery, the contractor shall immediately take the following steps:

- (1) Cease ground-disturbing activity immediately once Native American historical artifacts, human remains, or burial sites are observed or encountered.

(2) Report any observations or discoveries of Native American historical artifacts, human remains, burial sites, or features immediately to the OKARNG Project Manager at the site and the Contracting Officer. The OKARNG Project Manager will contact NGOK-ENG-ENV.

(3) Do not resume ground-disturbing activity at the discovery location until approved by NGOK-ENG-ENV, and the OKARNG Project Manager.

Contractor must comply with orders from the OKARNG to secure the discovery location(s).

Protection of Natural Resources

Affirmative Procurement: In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) and Executive Order 13101, "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition," to buy certain products containing recovered (e.g., recycled) materials as provided in the Environmental Protection Agency's Comprehensive Procurement Guidelines (CPGs) and Recovered Materials Advisory Notices (RMANs) to the fullest extent possible.

Protection of Fish and Wildlife: The Contractor shall at all times perform all work and take such steps as required to prevent any interference or disturbance to fish and wildlife. The contractor will not be permitted to alter water flow or otherwise disturb native habitat adjacent to the project area which, in the opinion of the OKARNG Environmental Management Branch, is critical to fish or wildlife. The contractor shall not foul or pollute the land, air, or water. Critical Habitat will be identified by the OKARNG Environmental Management Branch, U.S. Fish and Wildlife Service or Oklahoma Department of Wildlife Conservation. Once identified, the contractor will make every effort to protect Critical Habitat.

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

Protection of Air Quality Resources

Fugitive Dust Control: "No person shall cause or allow the discharge of any visible fugitive dust emissions beyond the property line of the property on which the emissions originate..." as stated in OAC 252:100-29 (ODEQ air regulations are presented in OAC Title 252 Chapter 100 Air Pollution Control). As such, the contractor will be required to maintain all excavations, embankments, stockpiles, haul roads and permanent access roads (unpaved or dust-laden paved roads), plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others. An

approved immediate measure is to reduce vehicle speeds. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. Occupied areas within buildings shall be protected by temporary partitions or dust barriers during demolition and construction processes.

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

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

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

Pesticides (Insecticides, Fungicides, Herbicides, Etc.): When handling, managing, using, or storing pesticides, the contractor will:

- (1) Ensure application of all pesticides be accomplished in accordance with and by applicators licensed, certified, and insured in accordance with the OAC 35:30-17 and the current Oklahoma Department of Agriculture, Food and Forestry's Combined pesticide law & Rules;
- (2) Have state commercial certification and licensing in the category or categories of work to be performed;
- (3) Show proof of liability insurance, state pesticide applicator licensure, and state pesticide applicator certification;
- (4) Use only EPA and state registered pesticides;
- (5) Furnish legible copies of pesticide labels and the SDS of all pesticides proposed for use and notify the NGOK-ENG-ENV Pest Management Coordinator at least 48 hours prior to a pesticide application;
- (6) Prepare, submit, and maintain daily pest management records and reports for each pest management service provided to include surveillance, non-chemical controls and pesticide applications. Ensure records are accurate and complete. Ensure records include: the installation name, pesticide common name from the label of the pesticide that was applied, pesticide formulation, EPA Registration Number, target pest, the type of application

operation (e.g. fogging, baiting, dusting, barrier, surveying) and final concentration applied, the amount of final spray or dry formulation applied, date of application, location of the service (building number, room number, training area, etc. that accurately identifies the location), the amount of area treated, the pounds of active ingredient applied, the name of the licensed/certified applicator's name and certificate number, and the labor time for the pest control operation. Within 72 hours of application or service at a federal facility, furnish the NGOK-ENG-ENV Pest Management Coordinator the above listed information along with a completed DD Form 1532-1 and DD Form 1532;

(7) Utilize integrated pest management practices and techniques;

(8) Ensure delivery and storage of pesticides will be monitored by certified personnel to ensure the adequacy of containers and the safe storage of toxic materials;

(9) Ensure disposal of containers and chemicals will be monitored to prevent improper release of chemicals into the environment.

Operational Noise Management

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

POINT OF CONTACT INFORMATION

For immediate information and assistance, please contact the OKARNG Environmental Management Branch at our main office number at (405) 228-5363. Our Environmental Program Manager, Lieutenant Colonel Terry C. Hale Jr., can be contacted at either (405) 228-5699 or via email at terry.c.hale.mil@mail.mil.