



1. Solicitation #: 0250000337 2. Solicitation Issue Date: 05/21/2020

3. Brief Description of Requirement:

Provide routine and call back pest management services for the NE Region complexes/buildings listed on the attached. Please see attached solicitation documents and Scope of Work (SOW) for additional information and requirements. Site visits can be arranged with the Facility Manager listed on the Solicitation Request document. The Solicitation Request lists the required bid documents for contractors to complete/sign and submit in a sealed envelope/parcel as well as other contracting requirements. Initial period Notice to Proceed/July 1, 2020 - June 30, 2021 with the option to renew up to 2 (two) additional 1 (one) year periods.

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.

4. Response Due Date¹: 06/09/20 Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**²:

* **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. SUPPLIERS ARE STRONGLY ENCOURAGED TO CONTACT THE BELOW CONTRACTING OFFICER TO CONFIRM RECEIPT OF BID.

	<u>Oklahoma Military Department</u>
U.S. Postal and Common Carrier Delivery Address:	<u>Contracting & Procurement Office-Attn: Lisa Waldrop</u> <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 address no later than 5:00 PM CDT/CST June 1, 2020; please note Sol # 0250000337 in the email subject line).

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.



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

1. **RE: Solicitation #** 0250000337

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



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 #: 0250000337

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



SOLICITATION REQUEST

Request for Quote Request for Proposal Request for Bid

Dispatch via Print

Oklahoma Military Department
OKLAHOMA MILITARY DEPARTMENT-OKSRM
CONTRACTING & PROCUREMENT OFFICE
3515 MILITARY CIRCLE
OKLAHOMA CITY OK 73111-4398

Request Quote ID.	Date	Buyer	Page
0250000337	04/30/2020	Lisa Waldrop	1
Payment Terms	DateTime Quote Open	Closing	
45 Days	04/30/2020 12:04PM	06/09/2020 03:00PM	

Requisition Number Reference: Pest Control NE Reg-07/01/20

Ship To: OKLAHOMA MILITARY DEPARTMENT-OKSRM
CONTRACTING & PROCUREMENT OFFICE
3515 MILITARY CIRCLE
OKLAHOMA CITY, OK 73111

Bill To: OKLAHOMA MILITARY DEPARTMENT OKSRM
CONTRACTING & PROCUREMENT OFFICE
3515 MILITARY CIRCLE
OKLAHOMA CITY OK 73111-4398

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

Line	Cat CD / Item # - Descr	UOM	Supplier Responses	
			Unit Cost	Ext. Cost
1	72102104 / 100009787 SERVICE: Pest Control -Monthly - Initial Period Beginning 07/01/20	MO	Please provide bid amounts below	

Routine and call back pest management for the below listed complexes/buildings. Initial period Notice to Proceed - June 30, 2021 with the option to renew up to 2 (two) additional 1 (one) year periods to run consecutively. Services will be provided to the following addresses with specific building numbers listed in Section 1 of the Scope of Work (SOW):

Addresses: Broken Arrow AFRC Complex (3 buildings)
Buildings: AFRC, FMS # 1, FMS # 2
8000 E. New Orleans St.
Broken Arrow, OK 74014

Sand Springs AFRC Complex (2 buildings)
Buildings: AFRC, FMS
7520 W. 41st Street South
Tulsa, OK 74107

Muskogee AFRC (2 buildings)
Buildings: AFRC, FMS
6800 S. Cherokee St.
Muskogee, OK 74403

Broken Arrow Readiness Center (1 building)
Building: RC
2101 S. 9th St.
Broken Arrow, OK 74012

Tulsa AASF Complex (3 buildings)
Buildings: TU200, TU300, TU400
4242 N. Mingo Valley Expressway
Tulsa, OK 74116

Please see attached Scope of Work (SOW) for additional information and requirements. Site visits may be scheduled with the Facility Managers listed below:

Broken Arrow AFRC: Silas Carl 918/279-7461
Sand Springs AFRC and Broken Arrow Readiness Center: Jeff Alls 405/431-8957
Muskogee AFRC: Kelly Conover 918/686-1160
Tulsa AASF: Larry Henshall 918/832-6504

Submission of a bid shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the services.

Bid submission must provide a single rate per month for all periods (initial and option periods) per complex/building listed below inclusive of all services/costs/fees/charges/supplies/materials:

Broken Arrow AFRC Complex (combine all 3 buildings): \$ _____

Sand Springs: AFRC \$ _____; FMS \$ _____

Muskogee Complex: \$ _____

Broken Arrow Readiness Center: \$ _____

Tulsa AASF: TU200 \$ _____; TU300 \$ _____; TU400 \$ _____

This is NOT AN ORDER

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

Authorized Supplier Signature



SOLICITATION REQUEST

Request for Quote Request for Proposal Request for Bid

Dispatch via Print

Oklahoma Military Department
OKLAHOMA MILITARY DEPARTMENT-OKSRM
CONTRACTING & PROCUREMENT OFFICE
3515 MILITARY CIRCLE
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CONTRACTING & PROCUREMENT OFFICE
3515 MILITARY CIRCLE
OKLAHOMA CITY, OK 73111

Bill To: OKLAHOMA MILITARY DEPARTMENT OKSRM
CONTRACTING & PROCUREMENT OFFICE
3515 MILITARY CIRCLE
OKLAHOMA CITY OK 73111-4398

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

Supplier Responses

Line	Cat CD / Item # - Descr	UOM	Unit Cost	Ext. Cost
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All questions regarding this solicitation/work performed must be submitted in writing no later than 5:00 PM CDT/CST on 06/01/20 to: Ng.ok.okarng.list.omd-state-solicitation@mail.mil

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

1. Responding Bidder Information;
2. Certification for Competitive Bid and/or Contract (Non-Collusion Certification);
3. Solicitation Request Form;
4. Pest Control Certification/License;
5. Copy of Insurance Certificate(s): Workers' Comp, Automobile, and General Liability

Mandatory: Sealed bid submissions must be received in the Oklahoma Military Department, State Contracting Procurement Office no later than 3:00 PM CDT/CST on 06/09/20. Late bids will not be considered. Bid submissions must be in a sealed envelope with "0250000337 Attn: Lisa Waldrop" on the exterior of the envelope/ package and submitted by U.S Mail, courier or hand delivered to:

Oklahoma Military Department
Solicitation # 0250000337
Attn: State Contracting & Procurement Office - Lisa Waldrop
3515 Military Circle
Oklahoma City, OK 73111

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

Year 1: Notice to Proceed/July 1, 2020 - June 30, 2021
Option to Renew Periods:
Year 2: July 1, 2021 - June 30, 2022
Year 3: July 1, 2022 - June 30, 2023

The initial period of the service will be from Notice to Proceed - June 30, 2021 with the option to renew up to 2 (two) additional one (1) year periods provided any contract option period/extension shall be under the same prices, terms, and conditions identified in the award documents. The period of performance under the initial contract term and under any option period are subject to the availability of funds and satisfactory performance during prior years as determined by the Oklahoma Military Department.

Services will be provided by one selected contractor; subcontracting is not authorized

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 Statement of Work Section 11. TERMS OF PAYMENT for invoice submission requirements to be considered a valid invoice.

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.

This is NOT AN ORDER

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

Authorized Supplier Signature



SOLICITATION REQUEST

Request for Quote Request for Proposal Request for Bid

Dispatch via Print

Oklahoma Military Department
OKLAHOMA MILITARY DEPARTMENT-OKSRM
CONTRACTING & PROCUREMENT OFFICE
3515 MILITARY CIRCLE
OKLAHOMA CITY OK 73111-4398

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OKLAHOMA CITY, OK 73111

Bill To: OKLAHOMA MILITARY DEPARTMENT OKSRM
CONTRACTING & PROCUREMENT OFFICE
3515 MILITARY CIRCLE
OKLAHOMA CITY OK 73111-4398

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

Supplier Responses

Line	Cat CD / Item # - Descr	UOM	Unit Cost	Ext. Cost
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ORAL AGREEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or contract. All modifications to the 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.

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 THE ATTACHED OKLAHOMA ARMY NATIONAL GUARD ENVIRONMENTAL PROTECTION GUIDELINES FOR 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.

Authorized Supplier Signature

A. GENERAL PROVISIONS

A.1. Definitions

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "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.

Oklahoma Military Department
Facilities Maintenance Branch
3515 Military Circle
Oklahoma City, OK 73111

PEST MANAGEMENT: For the Oklahoma Military Department

Broken Arrow Armed Forces Reserve Center (AFRC), 3 buildings

Sand Springs Armed Forces Reserve Center (AFRC), 2 buildings

Muskogee Armed Forces Reserve Center (AFRC), 2 buildings

Broken Arrow Readiness Center (RC), 1 building

Tulsa Army Aviation Support Facility (AASF), 3 buildings

1. SCOPE OF SERVICE. The scope of service shall include routine and call back pest management at the following locations:
 - a. Broken Arrow AFRC complex, buildings: AFRC, FMS # 1, FMS # 2
Address: 8000 E. New Orleans St. Broken Arrow, OK 74014
 - b. Sand Springs AFRC , buildings: AFRC, FMS
Address: 7520 W. 41st St. South, Tulsa, OK 74107
 - c. Muskogee AFRC complex, buildings: AFRC, FMS
Address: 6800 S. Cherokee St. Muskogee, OK 74403
 - d. Broken Arrow RC, building: RC
Address: 2101 S. 9th St. Broken Arrow, OK 74012
 - e. Tulsa AASF complex, buildings: TU200, TU300, TU400
Address: 4242 N. Mingo Valley Expressway, Tulsa, OK 74116

The contractor shall furnish all necessary personnel, materials, equipment, labor and supervision to complete all phases of the contract specifications.

2. SITE VISITS.
Contact the Facility Manager for each site to arrange a site visit. Site visits may be made Monday – Friday 0900 – 1400 hours by appointment only.
 - a. Broken Arrow AFRC – Facility Manager: Silas Carl, 918-279-7461.
 - b. Sand Springs AFRC – Facility Manager: Richard Conner, 918-447-8204.

- c. Muskogee AFRC – Facility Manager: Kelly Conover, 918-686-1160.
- d. Broken Arrow RC – Facility Manager: Jeff Alls, 405-431-8957.
- e. Tulsa AASF – Facility Manager: Larry Henshall, 918-832-6504.

3. PERSONNEL: The contractor shall provide a sufficient number of certified and/or trained and competent personnel to accomplish the work of this contract.

- a. SUPERINTENDENCE BY CONTRACTOR. The contractor shall give his personal superintendence to the work or have a competent certified superintendent on site at all times when work is in progress, with authority to act for him. Such individual shall be certified in those pest control functions required by this contract.
- b. WORK SCHEDULE. The contractor shall arrange his work so as not to cause interference with the normal conduct of government business. All work schedules shall be submitted to and be approved by the Facility Maintenance Supervisor. In no event shall the contractor change the approved work schedule without prior written consent of the Facility Manager.
- c. CHECK IN WITH BASE: Prior to the commencement of work, the Contractor's personnel shall check-in each day with the site Facility Manager for each location when performing services on site.
- d. IDENTIFICATION OF CONTRACTOR EMPLOYEES. Contractor personnel must be recognizable as such while on installations. This must be accomplished by wearing distinctive clothes bearing the name of the company or by wearing distinctive nameplates, emblems or badges in a prominent place on another garment which contains the contractor's company name and employee's name.
- e. ESCORTING OF CONTRACTOR OR CONTRACTOR'S REPRESENTATIVE. Contractor will arrange for an escort provided by the Facility Manager or his representative when performing work on the facility.

4. QUALITY CONTROL/ QUALITY ASSURANCE

- a. PRE-PERFORMANCE CONFERENCE. Prior to commencing work, the contractor shall meet in confidence with the Facility Maintenance Branch Chief to discuss and develop mutual understanding relative to scheduling and administration of work.
- b. QUALITY CONTROL: The Facility Maintenance Branch Chief responsible for assuring that all work is accomplished is in accordance with the provisions of this contract.
- c. CONTRACTOR LICENSE AND CERTIFICATION. The contractor shall be licensed and certified by the State of Oklahoma for all required work. A copy of this

license shall be furnished to the contract manager prior to start of work. Evidence of such licenses shall be provided to the Facility Maintenance Branch Chief (Barry Waldrop 405-228-5644) before work commences. The Contractor shall provide a copy of valid license(s) annually.

- d. ACCESS TO BUILDINGS: It shall be the contractor's responsibility, through the Facility Manager, to obtain access to buildings, coordinate escort for visit and arrange for the building to be opened.
- e. PESTICIDE USE DOCUMENTATION. The contractor shall submit to the Facility Maintenance Branch Chief - Safety Data Sheets (SDS) for all chemicals to be used on base prior to their use. All chemicals proposed for use must be listed and approved by the Armed Forces Pest Management Board (AFPMB) (<http://www.afpmb.org/bubs/standards/dod%20pesticides%20list.pdf>). A DD form 1532-1 is required for each chemical in order for it to be tracked in the Environmental Information Management System (EMIS). The contractor shall maintain the Pest Management Maintenance Record, DD form 1532-1, concerning chemicals applied and amounts. A copy of the DD form 1532-1 is attached and will be turned in with every invoice. Invoices submitted without the DD 1532-1 form will not be processed for payment until received.

5. SAFETY REQUIREMENTS

- a. DAMAGE REPORTS. In all instances where government property and-or equipment are damaged by the contractor's employees, a full report of the fact and extent of such damage shall be submitted to the Facility Maintenance Branch Chief within 24 hours of occurrence.
- b. ACCIDENT REPORTING. The contractor shall comply with OSHA and other regulatory agency requirements for recordkeeping and reporting of all accidents resulting in death, trauma, occupational disease or environment insult. The contractor shall notify the Facility Maintenance Branch Chief of all pesticide related accidents immediately at 405-228-5644.
- c. FIRE PREVENTION. The contractor will familiarize himself and require his employees to become familiar with the method of reporting a fire alarm. The contractor and his employees shall be cognizant of and observe all requirements for handling and storage of combustible supplies and materials, daily disposal of combustible waste, trash, etc.
- d. ENVIRONMENTAL PROTECTION. The contractor will comply with all applicable environmental protection requirements. In addition, the contractor shall provide and enforce the use of safety equipment and keep a spill kit available at all times in accordance with the installation spill contingency plan, and to prevent overflow shall

never leave spray equipment unattended while filling. Pesticides shall not be disposed of on the installation.

- e. PESTICIDES CONTAINERS. Pesticide containers shall be kept in the contractor's locked vehicle at all times, except when in physical control of the contractor or contractor employee's. Empty containers shall be disposed of in accordance with the law of the State of Oklahoma. Empty pesticide containers shall not be disposed of any National Guard Facility.

6. DEFINITION OF TERMS.

- a. DURATION OF CONTRACT. Duration of contract means from the date of award to the termination of the contract.
- b. TERMS OF PAYMENT. Terms of payment means the amount of funds due to the contractor, frequency of payment and payment format.
- c. WORKSITE. The worksites are the Oklahoma National Guard sites listed under number 1.
- d. OWNER. The owner is the Oklahoma Military Department, 3515 Military Circle, Oklahoma City, OK 73111-4398.
- e. ROUTINE SERVICE. Routine service is the service that is scheduled on a reoccurring basis. Routine service is the basis for the monthly service charge and is performed on a monthly schedule.
- f. CALL BACK. A request for a treatment due to an unsatisfactory regular scheduled service call will be performed at no cost to the Oklahoma Military Department. Repeated call backs are possible.
- g. EMERGENCY SERVICE REQUEST. A request for service (with short response time), when a hazard to personnel health or to installation operations is actual or imminent.
- h. CONTRACTOR. The term contractor is used herein refers to the primary contractor. Sub-contracting is not authorized under this agreement.
- i. FACILITY MAINTENANCE BRANCH CHIEF. The individual designed to administer the contract (or his duly authorized representative).
- j. CONTRACTOR REPRESENTATIVE. A foreman, superintendent, manager or other employee of the contractor. All contractor employees must be able to understand

English sufficiently to comprehend spoken instructions. All personnel of the contractor shall present a neat, clean and well-groomed appearance at all times.

- k. ENVIRONMENTAL PROTECTION AGENCY (EPA). The federal agency delegated authority to enforce the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA).
 - l. INTEGRATED PEST MANAGEMENT (IPM). From the president's 1979 environmental message to congress, "A systems approach to reduce pest damage to tolerable levels through a variety of techniques, including predators and parasite, genetically resistant hosts, natural environment modifications and when necessary and appropriate, chemical pesticides." An Integrated Pest Management System is the desired method of pest control.
 - m. PEST CONTROL MANAGEMENT. Pest control or prevention by a comprehensive approach that considers various suppression techniques, the habitat or the pest and interrelationships between the pest populations and ecosystems.
 - n. PESTICIDE. Any substance or mixture of substances intended for preventing, destroying, repelling or mitigating any pest and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant.
 - o. QUALITY ASSURANCE. A method used by the government to provide control over the quality of purchased goods and/or services received or produced. Facility manager validated customer complaints may be used for this purpose.
 - p. REGULAR HOURS. The government's regular hours are from 0730 to 1600, Monday through Thursday, except (a) federal holidays and (b) other days specifically designated by the facility manager.
7. CONTRACTOR FURNISHED OR OPERATED ITEMS. The contractor shall at all times, furnish sufficient equipment, accessories, attachments and parts as necessary to perform work required by the contract.
- a. MATERIAL AND EQUIPMENT. The contractor shall supply all fuel, lubricants, and spare parts and provide repair and maintenance necessary to keep all equipment in good operating condition.
 - b. LABELING. All pesticides dispersal equipment, including bait stations and trays, shall be clearly and plainly marked with "DANGER" "PESTICIDES" and with the name and concentration of the pesticide enclosed or as required by applicable regulations.

- c. SECURITY AND IDENTIFICATION. All pesticides carried on vehicles shall be secure in locked compartments at all times on the installation. Vehicles shall not be left unattended at any time unless properly locked and secured. Each vehicle shall show the contractor's name so that it is clearly visible. Safety Data Sheets shall be readily available for each and any chemical brought on the work site at all times.

8. SPECIFIC FUNCTION/TASKS: The contractor shall utilize integrated pest management techniques in the overall control program. The requirements of this management techniques in the overall control program. The requirements of this contract shall include the following components each time service is rendered:
 - a. A complete inspection shall be made of the site.
 - b. Identify pests, pest damage or any potential for pest infection. This shall and can be done by placing glue boards (attractants) to identify, not meant as a means of treatment.
 - c. Determine the extent of the pest problem.
 - d. Utilize regular industry practices of pesticide application and/or other methods to obtain the control required. This includes spraying, bait traps and any other approved regular industry standard means of pesticide application.
 - e. Evaluate the effectiveness of the treatment.

9. NOTIFICATION OF PEST PROBLEMS. The contractor shall report to the Facility Manager any evidence of pests or conditions conducive to pest infestations which is not covered in the contract, at which time such condition is first noticed.

10. STATEMENT OF WORK. The contractor shall perform the following functions/tasks:
 - a. PEST CONTROL.
 1. SCHEDULES PEST CONTROL SERVICE. To provide monthly for the control of nuisance pests to include but not limited to roaches, ants, silverfish, spiders, crickets, fire ants, mice, rats at the locations/sites listed in number 1 (Scope of Service). Treatment of pests in the listed buildings should include the treating of the area directly outside of the building perimeter, not just the interior of the buildings, intent is to keep pest out.

2. BROWN RECLUSE SPIDERS. Brown recluse spiders are covered under this contract as household pests.
3. QUALITY STANDARDS. Tenant validated customer complaints may serve as the mechanism to initiate call backs.

b. ORNAMENTAL CONTROL.

1. SCHEDULED SERVICES.

2. REGULAR ORNAMENTAL AND/OR TURF PEST CONTROL: To provide regular scheduled service to control bagworms and webworms on all facilities trees and shrubs.

- c. INSPECTION BY REGULATORY AGENCIES, REPORTING OF: The contractor shall notify the Facility Maintenance Administrator immediately by phone of any inspection visit by an agent or agents of any regulatory agency, (other than OSHA) at any time, occurring on the installation. The facility manager will issue instructions, as to how to proceed in cooperating with the inspector.

11. TERMS OF PAYMENT. The contract amount shall be a base fee for routine services billed monthly. Monthly billings shall be emailed to: NG.OK.OKARNG.LIST.STATE-FMB-INVOICES@MAIL.MIL Attn: FMB for approval and payment processing. Emergency services should be billed separately. Oklahoma Military Department has up to 45 days to pay the invoice.

a. Invoices shall include the following:

- i. Purchase Order Number,
- ii. Complete remittance address,
- iii. Building where work was performed,
- iv. Date(s) work was performed,
- v. Services performed,
- vi. Services billed hours,
- vii. Itemized materials list Contractor used for job completion.
- viii. Valid Work Order Number.

- b. A completed copy of the DD Form 1532-1 shall be submitted with every invoice.

12. ACCESS. The contractor shall comply with Oklahoma Military Department security procedures for contractors. The facility manager shall coordinate any routine or special access requirements to Oklahoma Military Department Facilities.
13. ORAL AGREEMENTS. No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in contact. All modifications must be made in writing.
14. CANCELLATION. The contact shall be in force until expiration date, or until 30 days after notice has been given by the State of Oklahoma of its desire to terminate the contract. After the first 6 months, vendor may cancel contract. After the first 6 months, vendor may cancel with 30 days written notice. 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.
15. CONTRACT PERIOD. This contract will be in effect from 1 July 2020 through 30 June 2021. There will be an option to renew for up to two (2) year periods provided, any contract extension shall be under the same prices, terms and conditions identified in the contract and shall be agreed to, in writing, be the Oklahoma Military Department and the contractor. The period of performance under the initial contract term and under any extension (option year) shall be conditioned upon the receipt of funds (i.e., subject to the availability of funding) and satisfactory performance during prior years as determined by the Oklahoma Military Department.

ATTACHMENTS:

- a. DD1532-1 Pesticide Usage Form
- b. Site Map

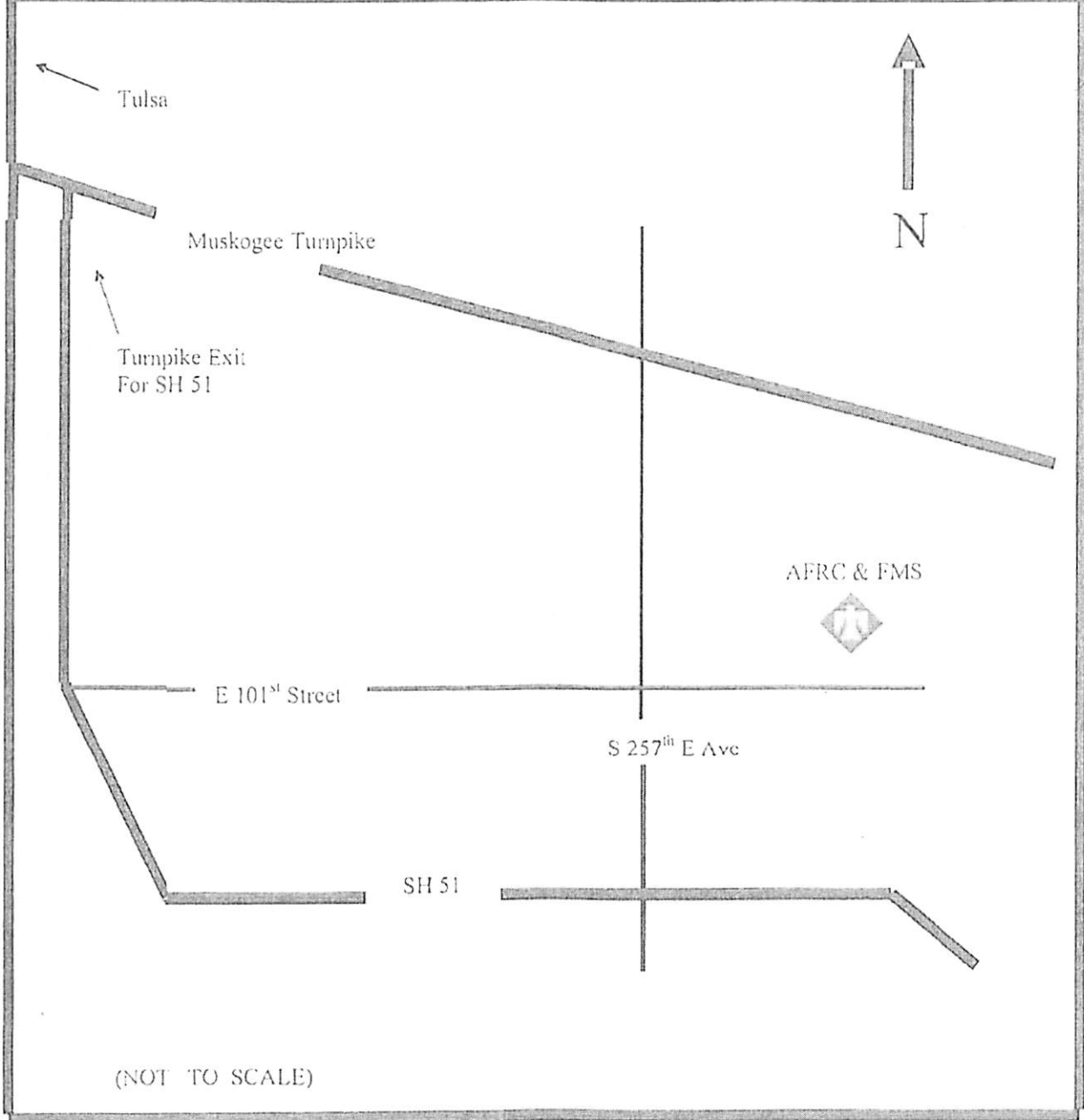
Date	Units Serviced	Work Origin	Unit of Measure	Target Post	Control Operation	If Pesticide is Used				Labor Time	Applicator Initials
						Name	EPA Reg	% Conc	Amount		

REMARKS

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

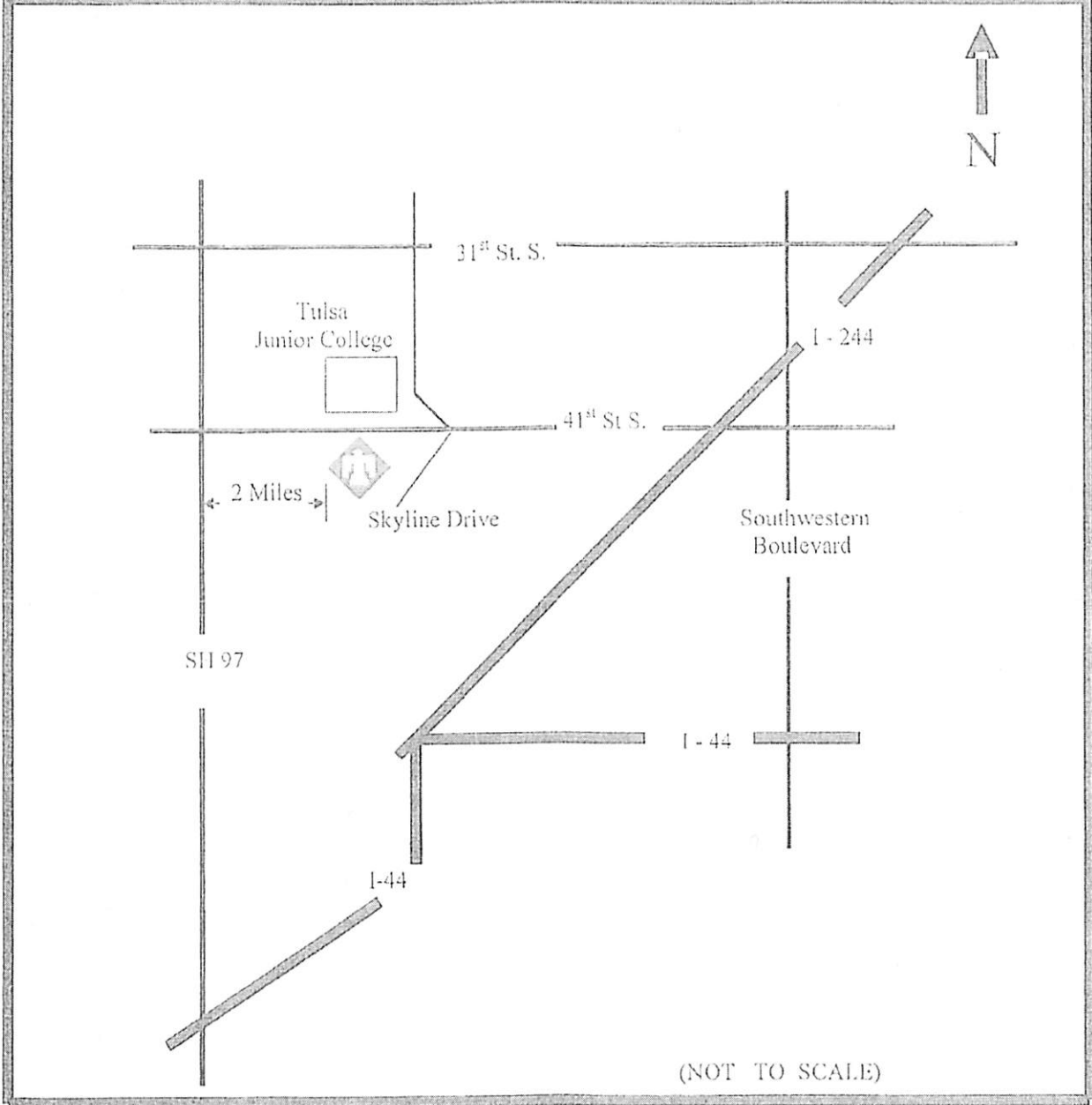
- STEP 1. Complete the following fields:
- Building/Area. Enter the building number or area involved.
 - Size. Enter the size of the building or area involved.
 - Type of Construction. Enter the type of construction of the building using the following abbreviations:
 - CO= Concrete
 - BV= Brice Veneer
 - 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

BROKEN ARROW AFRC



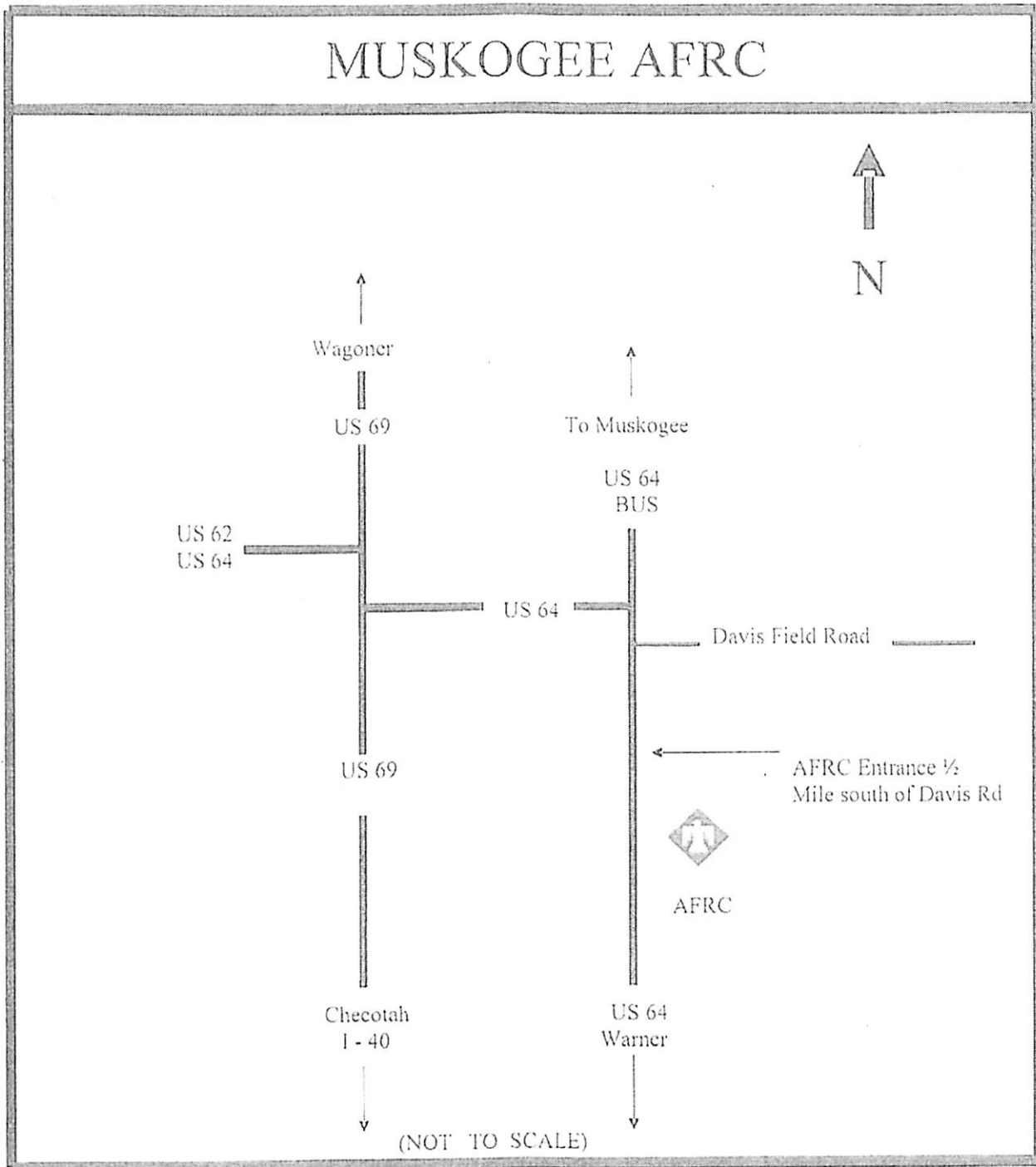
Broken Arrow AFRC
8000 E. New Orleans St.
Broken Arrow, Oklahoma 74014

SAND SPRINGS (AFRC)



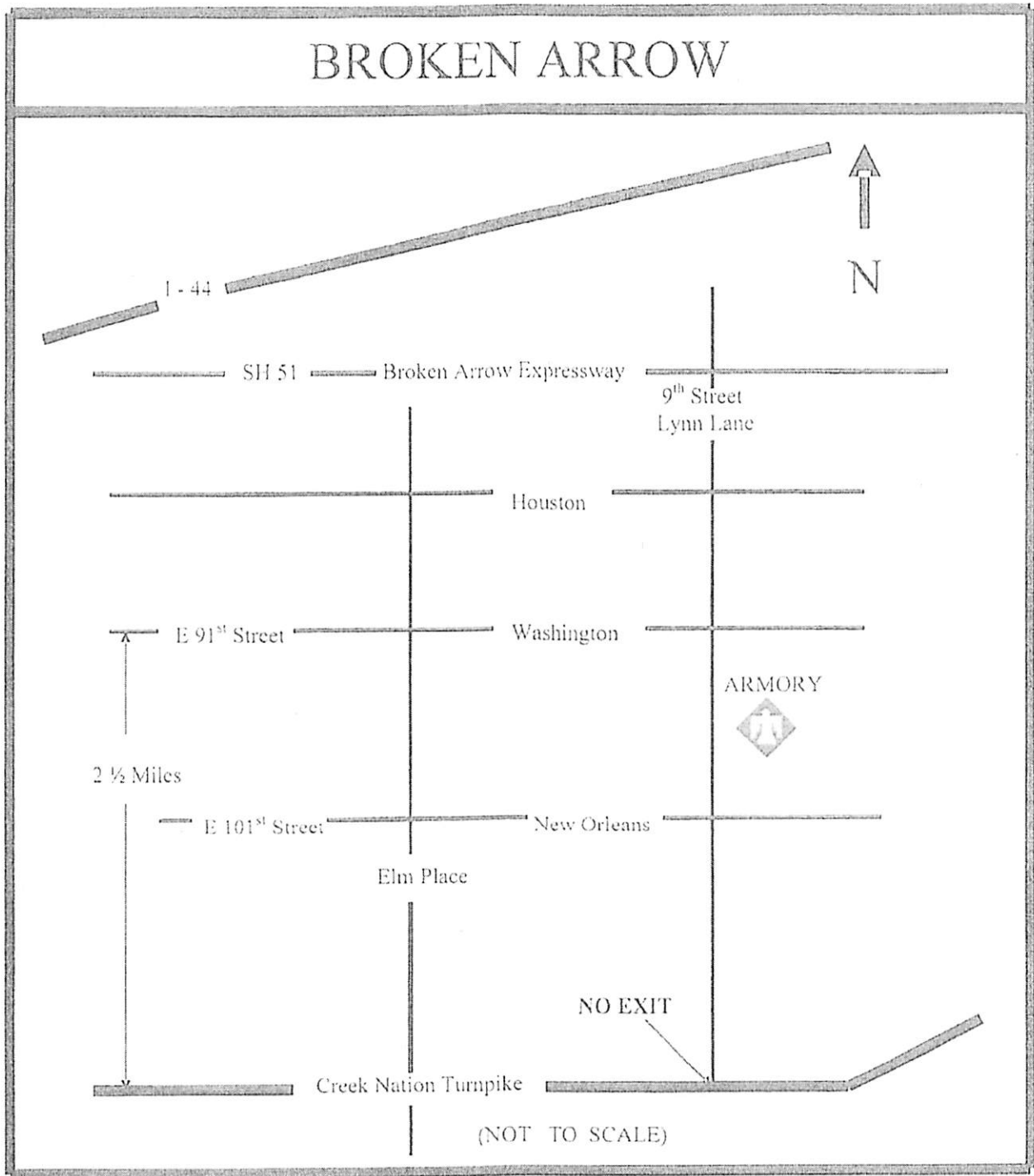
Sand Springs AFRC
7520 W. 41st. St. South
Tulsa, Oklahoma 74107

MUSKOGEE AFRC



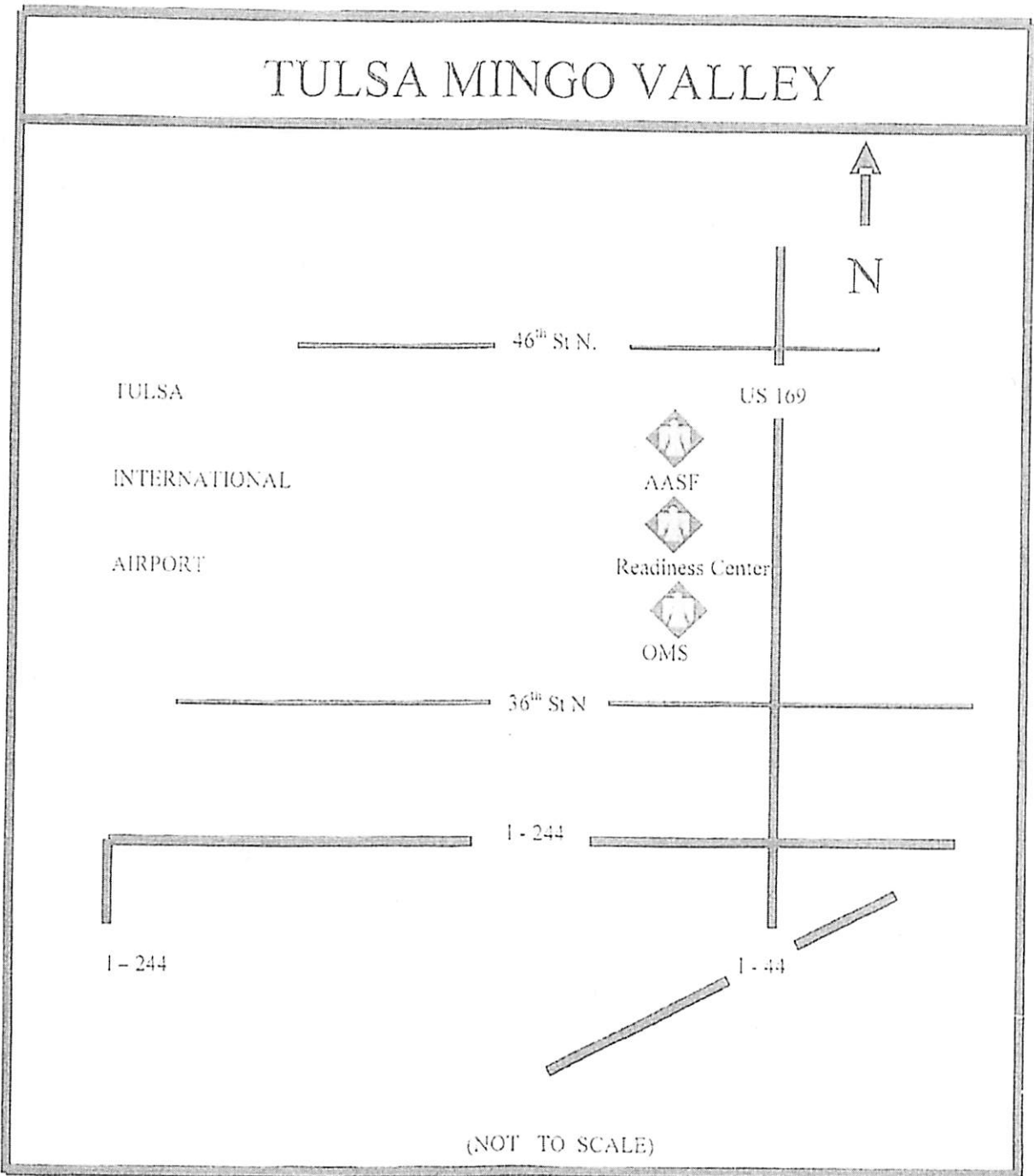
Muskogee AFRC
Hwy 64
6800 South Cherokee St
Muskogee, Oklahoma 74403
918-686-1170

BROKEN ARROW



Broken Arrow Readiness Center
2101 S. 9th Street
Broken Arrow, Oklahoma 74012
918-455-2083

TULSA MINGO VALLEY



Tulsa Readiness Center
4242 N. Mingo Valley Expy
Tulsa, Oklahoma 74116

AASF # 2
4242 N. Mingo Valley Expy
Tulsa, Oklahoma 74116

OMS
4242 N. Mingo Valley Expy
Tulsa, Oklahoma 74116

Facility Manager: Larry Henshall
918-832-6506 office
405-650-4769 cell

**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.