



1. Solicitation #: 0250000350

2. Solicitation Issue Date: 03/02/2021

3. Brief Description of Requirement:

Complete Landscaping, Shrub, Flower Bed, Tree Maintenance, Fertilization/Lime, Debris/Police Grounds, Irrigation, Lawn Maintenance and Pre/Post Emergent Weed Control Services when requested at the Ardmore Readiness Center, 3245 Prairie Valley Rd., Ardmore, OK 73401. Performance Work Statement specifications/requirements attached; evaluation based on lowest and best. The Solicitation Request form lists the required bid submittal documents for contractors to complete/sign and submit in sealed envelope/parcel as well other contracting requirements. Initial Contract period: PO/Notice to Proceed - February 28, 2022 with option to renew up to two (2) additional one (1) year periods.

A MANDATORY pre-bid meeting will be held on March 16, 2021 at 10:00 AM 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: March 29, 2021

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.**

U.S. Postal and Common Carrier
Delivery Address:

Oklahoma Military Department

Contracting & Procurement Office-Attn: Lisa Waldrop

Common Carrier Delivery Address:

3515 Military Circle

Oklahoma City, OK 73111

Electronic Submission Address:

N/A

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 March 22, 2021; please note Sol # 0250000350 in the subject line).

Email: Ng.ok.okarng.list.omb-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 #** 0250000350

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 #: 0250000350

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 - SOL 0250000350
 3515 MILITARY CIRCLE
 OKLAHOMA CITY OK 73111-4398

Request Quote ID.	Date	Buyer	Page
0250000350	02/10/2021	Lisa Waldrop	1
Payment Terms	DateTime	Quote Open	Closing
45 Days	03/02/2021 01:22 PM	03/29/2021 03:00 PM	

Requisition Number Reference: Ardmore RC Lawn Beg 04-2021

Ship To: OKLAHOMA MILITARY DEPARTMENT
 ATTN: LISA WALDROP - SOL 0250000350
 3515 MILITARY CIRCLE
 OKLAHOMA CITY OK 73111-4398

Bill To: OKLAHOMA MILITARY DEPARTMENT
 ATTN: LISA WALDROP - SOL 0250000350
 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 - Ardmore RC	1	EA		

Please provide bid amount below

Provide all Labor, Materials, and Equipment Necessary for Complete Landscaping, Edging, Trimming, Irrigation, Debris / Police Grounds, Shrub, Hedge, Flower Bed, Tree, Landscape Pest Control, and Lawn Maintenance at the Ardmore Readiness Center

A MANDATORY pre-bid meeting/walkthrough will be held on March 16, 2021 at 10:00 AM CST at the service location; bidders MUST 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: Ardmore Readiness Center
 3245 Prairie Valley Road
 Ardmore, OK 73401

All questions regarding this solicitation/work performed must be submitted no later than March 22, 2021 in writing to: Ng.ok.okamg.list.omd-state-solicitation@mail.mil

The initial period of the contract will be from PO/Notice to Proceed - February 28, 2022 with the option to renew up to two (2) additional twelve (12) month periods to run consecutive 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: \$ _____

Year 1 - Initial Period: PO/Notice to Proceed - February 28, 2022

Option to Renew Periods:

Year 2: March 1, 2022 - February 29, 2023

Year 3 (FINAL Option Year): March 1, 2023 - February 28, 2024

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. Copy of Insurance Certificate(s): Workers' Comp, Automobile, and General Liability

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 SOW for additional information and requirements.

Mandatory: Sealed bid submissions must be received in the Oklahoma Military Department, State Contracting Procurement Office no later than 3:00 PM CST on March 29, 2021. Late bids will not be considered.

Bid submissions must be in a sealed envelope with 0250000350 Attn: Lisa Waldrop on the envelope/package exterior and submitted by mail, courier or hand delivery to:

Oklahoma Military Department
 Solicitation # 0250000350
 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.

Authorized Signature



SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

Dispatch via Print

Oklahoma Military Department
OKLAHOMA MILITARY DEPARTMENT
OKSRM - SOL 0250000350
3515 MILITARY CIRCLE
OKLAHOMA CITY OK 73111-4398

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ATTN: LISA WALDROP - SOL 0250000350
3515 MILITARY CIRCLE
OKLAHOMA CITY OK 73111-4398

Bill To: OKLAHOMA MILITARY DEPARTMENT
ATTN: LISA WALDROP - SOL 0250000350
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
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SUPPLIERS ARE STRONGLY ENCOURAGED TO CONTACT THE CONTRACTING OFFICER TO CONFIRM RECEIPT OF BID.

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 5.4.2 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: Pre / Post Emergent - Ardmore RC	1	EA	
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Please provide bid amount below

Pre and Post Emergent Services - Must be requested and approved by the OMD Contract Manager before services are provided.

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.

Authorized Signature



SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

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Oklahoma Military Department
OKLAHOMA MILITARY DEPARTMENT
OKSRM - SOL 0250000350
3515 MILITARY CIRCLE
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OKLAHOMA CITY OK 73111-4398

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

Supplier Responses

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

Authorized Signature

Oklahoma Military Department

STATEMENT of WORK (SOW)

FOR

Lawn and Grounds Maintenance

Ardmore Readiness Center

Oklahoma Military Department
3501 Military Circle
Oklahoma City, OK 73111

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(Lawn Maintenance Agreement)

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6.1	Site Map

1.0 FACILITY LOCATION: The buildings and grounds of the Oklahoma Military Department, Ardmore Readiness Center (RC) located at 3245 Prairie Valley Road, Ardmore, OK 73401.

2.0 DEFINITIONS

2.1 Agency: The Oklahoma Military Department (OMD) for which this contract is issued.

2.2 Contract: This contract, any addendum to this contract and the Contractor's submittal in response to this contract and the Oklahoma Military Department (OMD) Notice of Award.

2.3 Contractor: The entity who is awarded this contract and is responsible for the completion of the terms herein.

2.4 Emergency: Any conditions(s) which is a threat to the health, welfare or safety of people or property or a condition that will affect an essential service(s) as determined by the Agency.

2.5 Hedge: Any shrub that is sheared to a form or a silhouette.

2.6 Improved grounds: Approximately 14.42 acres; the higher profile areas of the property as designated on attached map.

2.6.1 Semi-Improved grounds: Approximately 20.72 acres; the remainder of the property as designated on attached map.

2.7 Management: Personnel who are responsible for oversight of operations resulting from the contract.

- 2.8 Hardscape:** Any permanent concrete, wood, metal, plastic, or fiberglass object in the landscape including but not limited to headstones, monuments, curbs, sidewalks, mow-strips, concrete edging, granite, granite surface, concrete, concrete surface or irrigation component.
- 2.9 Ornamentals:** Denotes a cultivated plant in the landscape that does not qualify as a tree, shrub or hedge.
- 2.10 Plants:** Denotes any cultivated plant life in the landscape including but not limited to trees, ivy, shrubs, ornamentals, flowers, or turf.
- 2.11 Shall or Must:** Denotes that which is a mandatory requirement.
- 2.12 Stump:** The portion of a felled tree that remains in the ground.
- 2.13 Shrub:** Any multiple or single trunk woody plant not classified as a tree or ornamental; for the purpose of servicing and pricing in this contract ornamental grasses including but not limited to Miscanthus, Hamlyn, Muley, Blue Stem, Fountain, Pampas, and Gamma grasses shall be defined as shrub.
- 2.14 State:** State of Oklahoma
- 2.15 Trash:** Defined as any refuse, litter, debris, limbs, branches, leaves, twigs, ashes, paper, plastic, rubber, metal, cloth, lumber appliances, combustible material, rubbish, offal, carcass, carrion, waste, junk, or any matter of any kind, form, or size, which is uncared for, discarded, dumped, lost, thrown, abandoned, or accumulated.
- 2.16 Trim:** By means of a powered line trimmer, trim vegetative growth around objects in the landscape cutting all of the tall grass and weeds down around each object dropping and leaving the cut vegetation on the ground.
- 2.17 Work or the Work:** Denotes services stipulated in the contract that is being performed.

3.0 SCOPE

3.1 To obtain professional lawn, shrub, and tree maintenance services at the Oklahoma Military Department, Ardmore Readiness Center, located at 3245 Prairie Valley Rd, Ardmore, OK 73401.

3.2 The Contractor shall provide landscape services as stipulated herein.

3.3 The objective of this contract is to furnish all labor, material, and equipment necessary to provide comprehensive landscape maintenance services within the boundaries of Ardmore Readiness Center property.

4.0 WORK REQUIREMENTS

4.1 General

4.1.1 The Contractor shall provide expert advice applying scientific principles and possessing professional credentials. It is the Contractor's responsibility to survey, analyze, and inspect the grounds, employees' equipment before, during, and after operations to ensure the work and workmanship meet the contract stipulations herein. It is the responsibility of the Contractor to make recommendations to the OMD Contract Administrator for services stipulated herein with the goal of promoting good plant health and grounds beautification.

4.1.2 The Contractor's personnel shall be uniformed at all times.

4.1.3 The Contractor's employees assigned to work on the grounds under this contract are subject to the approval of OMD. OMD reserves the right to execute a background investigation of any employee of the Contractor and remove any employee from the complex.

4.1.4 The Contractor shall be responsible for replacement of plant materials that die resulting from negligence by the Contractor.

4.1.5 The Contractor shall employ a competent Contract Manager who shall be at the site during performance of the Work and shall verify that the Work meets the specifications. The Contract Manager shall represent the Contractor, and communications given to the Contract Manager shall be as binding as if given to the Contractor.

4.1.6 The Contractor shall be responsible for removing and disposing of all trash and debris generated by the Work or the Contractor's employees away from the work site on a daily basis.

4.1.7 Authorized personnel will unlock secured gates for the Contractor where necessary. Security for the areas must be maintained during the work process and gates must be locked after work is completed.

4.1.8 Assigned parking areas shall be provided for Contractor's use. Contractor shall not drive or park on sidewalks or lawn areas except under special conditions approved by the OMD Contract Administrator.

4.1.9 The contractor shall be notified of all scheduled events and their location so that maintenance can be accomplished without interference.

4.1.10 The Contractor shall be responsible for assuring that the Contractor's employees understand the stipulations regarding the Work herein and for translating the stipulation regarding the Work herein to non-English speaking employees.

4.1.11 Sub-Contracting, no sub-contracting will be allowed under this contract.

4.1.12 The Contractor shall not dig or otherwise disturb the soil within the boundaries of the site without first calling Okie One, A.K.A. Call Okie or Okie Dig at 1-800-522-6543 and make arrangements to locate underground utilities prior to beginning work.

4.2 LAWN MAINTENANCE

4.2.1 The Contractor shall mow lawns neatly and evenly. Every effort shall be made to provide a lawn that is uniformly mowed and attractive keeping turf color indicative of good mowing practice.

4.2.2 The Contractor shall observe cut quality carefully while operating mowers. Every effort shall be made to avoid uneven mowing, scalping, gouging, or tearing or discoloration of grass by attending to the mower and mowing conditions.

4.2.3 The Contractor shall rake, or bag clippings, or otherwise break up or diminish visible grass clippings or matted clumps until they are obscure and difficult to see.

4.2.4 Mowers shall be operated at the slowest speed possible when turning to prevent tearing of turf grass.

4.2.5 The Contractor shall work with the OMD Contract Administrator and/or the Facility Manager to determine mowing height and frequency. The goal is to maintain the lawns in the Improved Grounds area(s) between 1.5" to 4" in height and for Semi-improved Grounds area(s) between 4" to 12" in height; however, depending on many factors, some areas may be mowed more or less frequently. Every effort shall be made to avoid uncut looking lawns, excessive clippings, stress and discoloration of turf grass and to maintain a good quality lawn through maintaining a consistent cutting height.

4.2.6 Prior to mowing, the Contractor shall remove trash, litter, loose objects, and debris from the area to prevent cutting into small unsightly pieces or the launching of objects with cutting blades. If the Contractor fails to clean up as provided by the contract, OMD may do so and the cost thereof shall be charged to the Contractor.

4.2.7 With each mowing, the Contractor shall maintain a clean cut lawn edge with a power edger or create a straight and clean cut line between the turf edge and surface edges including but not limited to; curbs, sidewalks, asphalt, mow strips and bed edging, or around other paving.

4.2.8 With each mowing, the Contractor shall provide even trimming of vegetation in and around objects in the landscape with a power line trimmer including but not limited to trimming grass and weeds in/on steep slopes and/or around buildings and structures, fencing, monuments, commemorations, markers, signs, posts, irrigation components, retaining walls, curbs, sidewalks, concrete, asphalt, paving parking lots, any permanent or temporary object in the landscape, or any other object in that has vegetation growing in or around it except for the trees and shrubs.

4.2.9 The cutting of bark or cambium layer of trees and shrubs with a power line trimmer while cutting away vegetative growth shall be strictly prohibited. When necessary, vegetative growth at the base of trees and shrubs shall be controlled by other means and methods that do not cause damage to the bark or cambium or any other part of the tree or shrub. Bark mulch and herbicide applications may be used at the base of trees and shrubs to control grass and weeds. Herbicide shall not come in contact with the tree or shrub, and measures shall be taken to prevent herbicide contact. No conspicuously dead grass or weeds shall be seen at the base of trees or shrubs from herbicide use. Herbicide use at the base of trees and shrubs shall be obscure and difficult to see. Mulch shall not come in contact with the bark of trees or shrubs.

4.2.10 With each mowing, the Contractor shall provide clean up of clippings and debris with a power blower or vacuum on surfaces including but not limited to sidewalks, building entries and plazas, curbs, drives, parking lots, asphalt, concrete, or other paving or paved area. All adjacent areas, objects, and site fixtures shall be left in clean condition with the grass clippings and debris removed as needed to prevent visible accumulations.

4.2.11 With each mowing when weeds are visible, the Contractor shall till, hoe, cut, or hand pick weeds in ornamental beds to maintain weed-free beds whenever or wherever needed or as requested by the OMD Contract Administrator.

4.2.12 The Contractor shall perform the work in a safe manner to prevent damage or injury to people and property.

4.2.13 The Contractor shall maintain all manufacturer's safety devices on the equipment; safety devices shall be in good condition and engaged at all times while the equipment is operating.

4.2.14 With each mowing the Contractor shall avoid tire indentation, rutting, or compaction of soil in turf areas saturated with precipitation or leaks; avoid mowing when ground is muddy. When conditions may cause tire indentation, rutting, or compaction, the Contractor shall have available and use other means and methods of care to prevent tire rutting or compaction of soil.

4.2.15 The Contractor shall avoid wheel marks and compaction in turf from habitual mowing patterns.

4.2.16 The Contractor shall be responsible for filling with soil any tire indentions or ruts caused by the Contractor's vehicles or equipment.

4.2.17 The Contractor shall observe Department of Environmental Quality (DEQ) guidelines for publicly declared Clean Air Alert Days. When the announcement is made by DEQ that a day is declared a Clean Air Alert or Ozone Alert Day, the Contractor shall observe the day by following DEQ guidelines for improving air quality. The use of mowing and trimming equipment to perform duties between the hours of 10 AM or 6 PM on the day of the alert shall be postponed. Following the observance of the clean air Alert or Ozone Alert Day, the Contractor shall be given reasonable time to recover the work to the terms

stipulated herein. The Contractor shall not be held responsible for exceeding grass height limits or other lawn maintenance work stipulated herein that involves the use of power equipment until after recovery is complete.

4.2.18 The Contractor shall provide mowing service until the vegetation is dormant.

4.2.19 Irrigation system will be maintained by OMD. Contractor will be responsible for repairs if damaged by Contractor.

4.3 CLEANING/TRASH REMOVAL

4.3.1 The Contractor shall perform clean up and trash removal year round as stipulated herein.

4.3.2 All areas within the boundaries of the site, including but not limited to lawns, right of way, streets, fence rows, alleys, fields, lots, building entrances, steps, stairs and landings, plazas, ornamental planting beds, parking areas, curbs and gutters, shall be cleaned of all trash. Service shall occur weekly.

4.3.3 All trash shall be removed from the premises and not dumped in state owned dumpsters.

4.3.4 Rake and clean up leaves, limbs, etc., as needed to maintain a clean and safe environment.

4.4 LANDSCAPE PLANT MAINTENANCE

4.4.1 The Contractor shall provide the services stipulated in 4.4 Landscape Plant Maintenance within the boundaries of the site, (see attached map).

4.4.2 The Contractor shall prune trees to remove wind or storm damaged limbs, dead limbs, improve structural strength, access, appearance, or to improve visibility under, through, or around, or to allow light to penetrate under, through or around. Most of the aforesaid tree pruning shall occur during dormancy, but it may be necessary to provide pruning at other times throughout the year including prompt pruning upon request by the OMD Facility Manager to improve public safety or to remove tree hazards. The work shall be performed by the Contractor's personnel whom possess training, expertise and experience in the care and maintenance of trees in accordance with standard practices of arboriculture. The Contractor shall clean up all tree debris, haul, and dump all material at an approved dump site, not in OMD dumpsters.

4.4.3 The Work shall be performed with attention to safety. Work in any location that may pose any risk to public safety and may expose people or property to hazards shall be performed during non-business hours or a perimeter barrier shall be established before work begins beyond the perimeter of the hazards and work site.

4.4.4 The Contractor shall prune shrubs or shall prune shrubs upon request by the OMD Contract Administrator to improve structural strength, growth habit, access, appearance, or visibility under, through or around, or to allow light to penetrate under, through or around, or to remove dead branches. It will be necessary to cut some shrubs back to the crown to remove dormant plant parts. Shrubs shall also be pruned upon request to improve public safety or to remove a hazard. Most of the aforesaid shrub pruning shall occur during dormancy but it may be necessary to provide pruning at other times throughout the year including prompt pruning upon request to improve public safety or to remove tree hazards.

4.4.5 The Contractor shall apply mulch to plants and ornamental beds when needed or mulch when requested by the OMD Contract Administrator.

4.4.6 Any debris or plant material collected by the Contractor as stipulated in 4.4 LANDSCAPE PLANT MAINTENANCE shall be properly disposed of at a legal dumpsite or disposal facility.

4.5 TREES – Trimming/Pruning

4.5.1 Upon request by the OMD Contract Administrator, the Contractor shall remove dead trees or Shrubs and or shall remove specific trees or shrubs upon request by the OMD Contract Administrator. Tree or shrub removal shall include cutting the tree down to ground level, cutting up tree parts, cleaning up debris, hauling away all tree parts, and dumping. The Contractor shall grind tree stumps with a tree stump grinder upon request by the OMD Contract Administrator. Stump grinding may include sweeping chips and leveling ground at the stump site upon request by the OMD Contract Administrator. Contractor shall remove the root systems of shrubs upon request by the OMD Contract Administrator.

4.6 FERTILIZATION/WEED CONTROL

4.6.1 The Contractor shall provide the services stipulated in section 4.6 FERTILIZATION to the plants and turf within the boundaries of the Oklahoma Military Department, Ardmore Readiness Center, located at 3245 Prairie Valley Rd, Ardmore, OK 73401.

4.6.2 The Contractor shall provide a fertilization program that will provide macros or micro-nutrients to include turf, trees, shrubs, perennial plants and flowers.

4.6.3 The fertilization program provided by the Contractor shall use available soil test data to base fertilization.

4.6.4 No application of fertilizer shall be made to plants while they are exhibiting signs of sudden stress, heat stress or during periods of prolonged drought.

4.6.5 Turf shall be fertilized at intervals to promote excellent green color and optimum turf health. Fertilizer application rates and number of applications shall be determined on many factors but generally the Contractor shall properly apply nitrogen fertilizer evenly at one (1) pound of actual nitrogen per 1000 square feet at approximately four (4) week to six (6) week intervals, more or less depending on conditions, while grass is actively growing.

4.6.6 Trees, shrubs, and perennials shall be fertilized to promote optimum plant health, growth and/or flowering with a slow release fertilizer at regular intervals. The elements contained in the fertilizer, the frequency of application, and the amount of fertilizer per application shall be based on soil test results and/or other factors as determined by the Contractor or the OMD Contract Administrator, but generally applications shall be made with one and one half (1.5) pounds of fertilizer per 1000 sq. ft. on three (3) occasions annually in spring, summer, and fall.

4.6.7 All fertilizer shall be applied by the contractor's personnel who possess proof of training and experience in the application of fertilizer in accordance with standard practices.

4.6.8 All fertilizer shall be applied evenly and in a manner that will not burn plant material or stain surfaces.

4.6.8.1 Every effort shall be made to avoid excessive fertilizer application or spill. The Contractor shall immediately clean up excessively applied or spilled fertilizer by sweeping up excess or diluting area with water to prevent plant burn or discoloration of surfaces.

4.6.8.2 Every effort shall be made to avoid excessive fertilizer stain on hard surfaces. The Contractor shall take immediate measures to prevent staining of granite surfaces, stamped, or colored concrete, or any concrete surface from fertilizers that contain elements that tend to stain or discolor. Fertilizer shall be swept, vacuumed or blown from all surfaces immediately and before precipitation.

4.6.9 Turf in the “Improved” areas shall be treated for the control of weeds to eliminate unwanted vegetation growth (weeds) in the turf which will help the overall appearance and health of the turf. This can be accomplished through the use of granular or liquid herbicides. Contractor shall abide by the manufacturers application recommendations and shall also record and report herbicide amounts used. Contractor shall follow the same requirements listed in section 4.7 for application and reporting requirements.

4.7 LANDSCAPE PEST CONTROL

4.7.1 The Contractor shall provide the services stipulated in Section 4.7 LANDSCAPE PEST CONTROL to all areas within the boundaries of the Oklahoma Military Department, Ardmore Readiness Center, located at 3245 Prairie Valley Rd, Ardmore, OK 73401.

4.7.2 The Contractor shall plan and execute a comprehensive program of landscape pest control services. Services shall include frequent inspections on the grounds to examine plants, turf, and other landscaping to detect problems or potential problems and identifying pest problems or symptoms of pest problems before the problem is visible or becomes epidemic or conspicuously visible. Pest control shall include but not limited to routine applications, pre-emergent and post emergent applications, and urgent unscheduled or impromptu applications developing pest problems that were not previously apparent or known to exist. The Contractor shall provide any and all pest control services within the ornamental and turf control category. Safe and effective pesticide application shall be made at rates and frequencies according to pesticide label directions until target pests have been effectively controlled. Services shall include chemical applications and may also include other means and methods of pest control to prevent or control including but not limited to: insects, larvae, worms, mites, parasites, diseases, fungi, molds, mildews, weeds, sedges, grasses, and moles and gophers.

4.7.3 It is the responsibility of the Contractor to survey, inspect, and analyze plants and turf as often as necessary to detect pests in the landscape. The Contractor shall examine plant and turf pans often and carefully to identify pest problems before they are generally noticeable.

4.7.3.1 It is the responsibility of the Contractor to notify the OMD Contract Administrator for pest problems or potential pest problems. 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.

4.7.3.2 It is the responsibility of the Contractor to make timely and prompt pesticide applications to prevent or control pest problems, infestations, or epidemics before they are apparent to keep plants and turf reasonably free of pests including but not limited to insects, larvae, mites, moles and gophers, fungi, mold, mildew, sedges, grassy or broadleaf weeds.

4.7.4 The Bidder shall submit a copy of current Pesticide Application License in the Ornamental and Turf Category issued by the State of Oklahoma Department of Agriculture in the name of the contractor’s company, and a copy of the license of each individual Certified Pesticide Applicator or Service Technician who will service this contract prior to award of contract. All licenses must be current at the time of award. The contractor shall provide OMD a current copy of each license annually.

4.7.4.1 It is required that all pesticide application services provided under the terms of his contract shall be applied by a Certified Pesticide Applicator licensed by the State of Oklahoma Department of Agriculture or a Licensed Service Technician under the direct supervision of a Licensed Certified Pesticide Applicator. Copy of each individual license must be received by OMD prior to award of contract. If there are any changes in personnel after award of the contract then a copy of that individual's license must be submitted to the OMD Contract Administrator before the individual is allowed to work. Failure by the Contractor to provide a copy of each individual license to the OMD Contractor Administrator before work begins will result in the filing of a complaint with the Central Purchasing Office and notification to the Oklahoma Department of Agriculture. Also, the individual would not be allowed to work until this is resolved. The Applicator shall obey all the Rules and Regulations of the State of Oklahoma Department of Agriculture regarding pesticide use.

4.7.5 A copy of the pesticide application work tickets is required. All of the information that is required by the State of Oklahoma Agriculture Department regarding the pesticide application is required on the work ticket to be kept on file by the Contractor for each pesticide application and must be forwarded to the OMD Contract Administrator upon request by the OMD Contract Administrator.

4.7.5.1 The Contractor shall provide Safety Data Sheets on particular pesticides to be used. The Contractor shall provide a copy of pesticide labels upon request by the OMD Contract Administrator.

4.7.6 The Contractor shall maintain turf reasonably free of weeds and pests. Pre-and post-emergent herbicide applications shall be made at labeled rates at the appropriate window of opportunity. Generally, turf shall be treated with post-emergent and pre-emergent herbicides with the first (1st) application at full rate in mid fall season while grasses are dormant, and the second (2nd) application at full rate in mid spring time frame after grasses are growing. It shall be necessary to apply spot treatments to control weeds locally in turf; generally, spot treatments shall be completed when weeds prevail. Turf shall also be treated as necessary to prevent or control harmful pests including but not limited to fungi, mold, mildew, insects, worms, larvae, moles and gophers.

4.7.7 Ornamental beds shall be treated with herbicide to control weeds and other pests. Beds shall be treated with pre-emergent herbicides at the appropriate window of opportunity, generally twice annually. Spot treatments with pre- and post-emergent herbicide as often as needed but generally every four (4) weeks during the growing season to control broadleaf and grassy weeds in the ornamental beds. Other means of pest control may be needed as weeds emerge including but not limited to tilling, hoeing, mulching, or hand weeding.

4.7.8 Mulched areas and established tree wells or saucers under trees, shall be treated with non-selective herbicides as often as needed but generally every four weeks during the growing season to eradicate vegetative growth.

4.7.9 Vegetative growth shall not be allowed to grow in non-turf areas and non-ornamental bed areas in or between sidewalk, curb, street, military equipment parking lots/compounds, fences or parking lot cracks and crevasses. Such areas are to be treated as often as necessary but generally every four (4) weeks with non-selective herbicides to eradicate vegetative growth.

4.7.10 Trees shall be maintained free of pests. Applications shall be made to control insects, larvae, and fungus as needed.

4.7.11 Shrubs shall be maintained free of pests. Applications shall be made to control insects, larvae, and fungus as needed.

4.7.12 Fire ants within the boundaries of the Oklahoma Military Department, Ardmore Readiness Center, shall be effectively controlled with a combination of Top Choice brand fire ant insecticide and Fire Star Fire Ant bait, or equivalent product approved in advance by the OMD Contract Administrator, used at labeled rates at the correct window of opportunity. Fire ant mounds shall also be treated with a Permethrin based pesticide immediately upon discovery or as requested by the Contract Administrator.

5.0 TERMS AND CONDITIONS

5.1 Contract Period: The term of the contract shall be for a period beginning from the date of the Notice to Proceed (NTP) through February 28, 2022. The contract may be renewed at the same terms and conditions for up to two (2) successive one-year periods, beginning 1 March and ending the last day of February.

5.2 Governing Law: This proposal shall be governed by and construed in accordance with the laws of the State of Oklahoma. Venue for any action or claim shall be Oklahoma County, Oklahoma.

5.3 Assignment: The contract shall not assign, sell, transfer, subcontract or sublet rights or delegate responsibilities under this contract, in whole or in part, without prior written approval of OMD.

5.4 Invoicing:

5.4.1 Invoices will be sent monthly via email to: ng.ok.okarng.list.state-fmb-invoices@mail.mil attention:

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

5.4.2 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.

5.4.3 OMD obligation to pay amounts due under the contract shall be contingent upon completion of the work and receipt of an invoice in sufficient detail to permit proper identification of the terms as described in the specifications. This contract is subject to the availability of funds. Invoices will be paid in arrears after services have been performed. Payment terms are net 45 days.

5.5 Supervision

5.5.1 The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the contract, unless the contract gives other specific instructions concerning these matters.

5.5.2 The Contractor shall be responsible to OMD for acts of negligence and omissions of the Contractor's employees.

5.5.3 The Contractor shall employ a competent supervisor and necessary assistants who shall be in attendance at the site during performance of the work. The supervisor shall represent the Contractor, and communications given to the supervisor shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed by written request in each case. The supervisor shall have a working knowledge of the English language.

5.6 Warranty: The Contractor warrants to OMD that materials and equipment furnished under the contract shall be of good quality that the work shall be free from defects not inherent in the quality required or permitted, and the work shall conform with the requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor's improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by OMD, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

5.7 Safety Precautions: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions in connection with performance of the contract.

5.8 Correction of Work: The Contractor shall promptly correct work failing to conform to the requirements of the contract whether observed before or after completion. The Contractor shall bear costs of correcting such rejected work.

5.9 Monthly Inspection: Monthly, throughout the Contract, the property will be inspected by the Contractor's designated account manager and/or the Oklahoma Military Dept.'s designated site manager.

5.10 Mandatory Pre-Bid Meeting: A mandatory pre-bid meeting will be conducted at the Oklahoma Military Department, Ardmore Readiness Center, located at 3245 Prairie Valley Rd., Ardmore, OK 73401, to view the property. If a vendor does not show up for the mandatory Pre-bid, their bid will not be considered.

5.11 Basis of Award: The contract shall be awarded to the lowest responsible bid acceptable.

6.0 Attachments:

Improved/Semi-Improved Mow area map

Map of directions to site

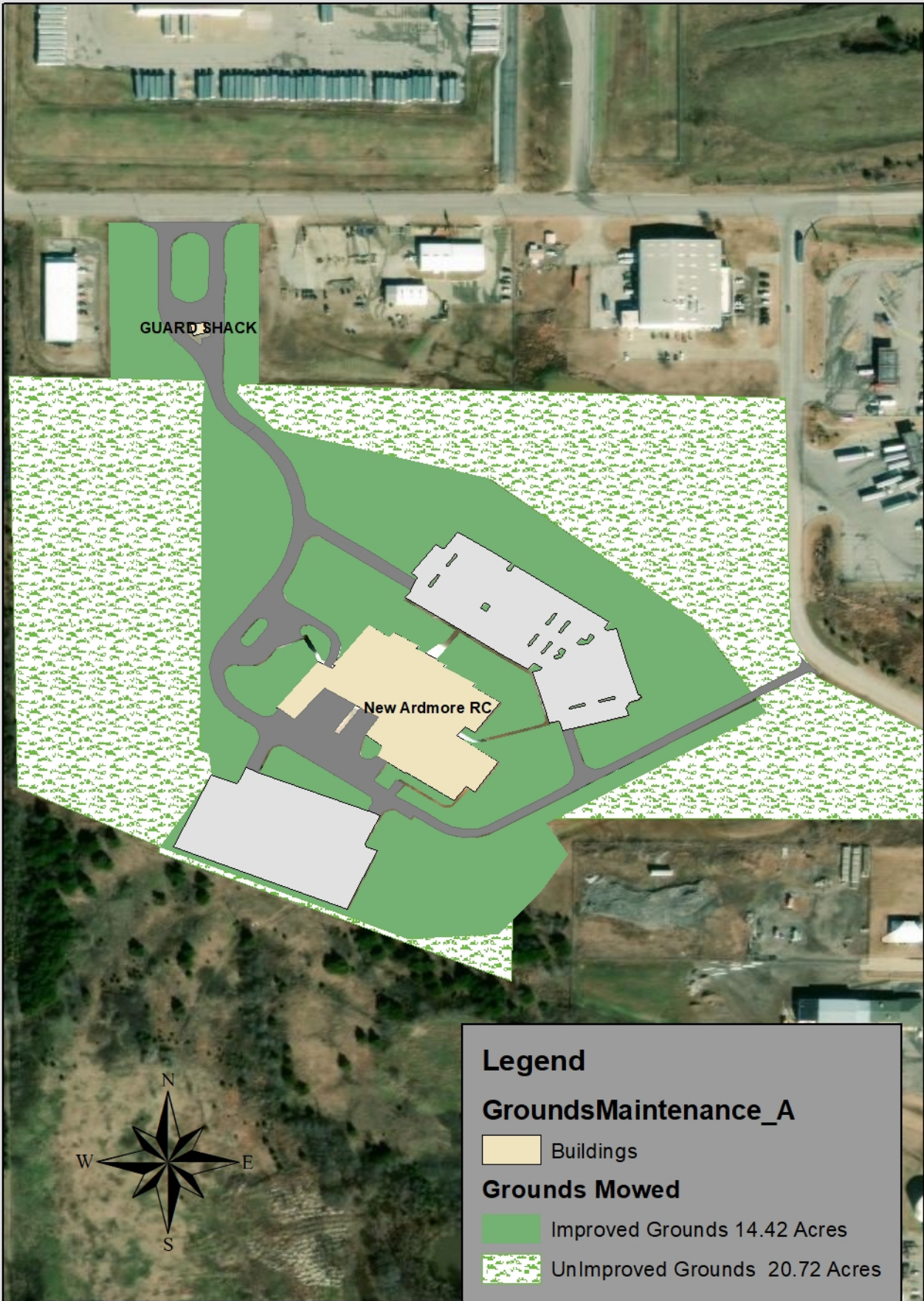
Environmental Protection Guidelines for Contractors

DD Form 1532

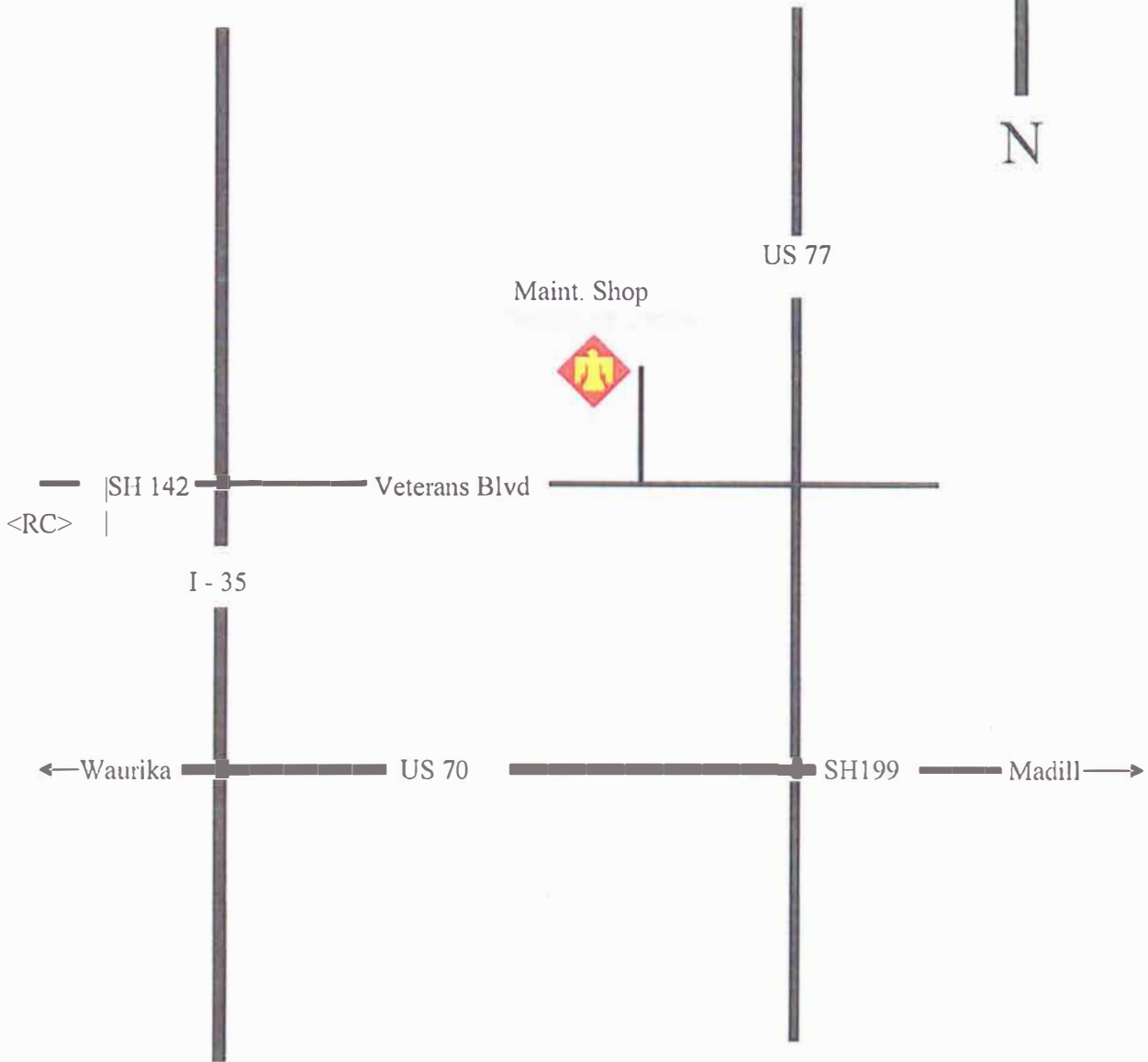
DD Form 1532-1

End of Specifications.

Improved vs. UnImproved Mowing Area



ARDMORE



(NOT TO SCALE)

Ardmore FMS
2015 Veterans Blvd
Ardmore, Oklahoma 73401

<RC> Ardmore RC
3245 Prairie Valley Rd
Ardmore, OK 73401

PEST MANAGEMENT REPORT										C.D. CODE		UIC		Form Approved									
										1	2	3	4	5	6	7	8	9	10	11	12	OMB No. 0704-0188	
<small>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 completing 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 Defense, 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.</small>																				REPORT CONTROL SYMBOL			
1. MAJOR OR REVIEWING COMMAND										2. REPORTING INSTALLATION													
a. NAME					b. ADDRESS					a. NAME					b. ADDRESS								
NO.	TARGET PEST		OPERATION			PESTICIDE							TIME										
	Name		Name	Total Units Treated	Unit	Site	Name	Form	APPLICATION		Final Conc. %	RATE (Per Area Unit)		SUPPLY SOURCE Enter S,N,G,C	Hours								
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	Amount (h)	Unit (i)	(j)	Lbs. (k)	% (l)	(m)	(n)									
	13 - 15	17 - 19	20 - 24	25 - 27	28 - 30	31 - 33	34 - 36	37 - 41	42 - 43	44 - 49	50 - 55	56 - 58	68	69 - 71									
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j	Final Conc. %	Contains the <u>final concentration</u> percent of the pesticide used in the control operation.
k and l	Rate lb. and %	Used together, columns (k) and (l) reflect the <u>rate of application</u> 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, OWL, 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, of 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, UTL, 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, PYRETHRUM, 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). PDW is pounds, ZGL is gallons, FLO and FLOZ are fluid ounces.
j	Final Conc. %	Contains the <u>final concentration</u> percent of the pesticide used in the control operation.
k and l	Rate lb. and %	Used together, columns (k) and (l) reflect the <u>rate of application</u> 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.

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

REMARKS

**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.

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.