

Solicitation#: Clean Vessel Act Grant FY24	
DUE DATES AND TIME (CENTRAL STANDARD TIME):	
Questions: 3:00 p.m. on September 25, 2023 ¹	
Application Due: 3:00 p.m. on October 2, 2023 ²	
CONTRACT TYPE: AGENCY ISSUED	
SOLICITATION TYPE: GRANT APPLICATION	
ATTACHMENTS	
Cover Letter and Instructions	
Program History	
OMES Form CP 076 - Responding Bidder Information	
OMES Form CP 004 - Certification for Competitive Bid and/or Contract	
Clean Vessel Act Grant Application	
Exhibit A - Application Checklist	
Exhibit B - Legal Description	
Draft Reimbursement Contract	
Exhibit C - U.S. Fish and Wildlife Service Grant Award Terms and Conditions	
Oklahoma Supplier Portal Registration Information	
RETURN APPLICATION TO:	CONTRACTING OFFICER:
Cheryl.Dirck@deq.ok.gov	Name: Cheryl Dirck
	Email: Cheryl.Dirck@deq.ok.gov
	Phone No. 405-702-8179

¹ All questions must be submitted on or before deadline. All questions will be answered in the form of an amendment.

² Amendments may change the Bid Response Due Date. All questions will be answered by an amendment.



The Oklahoma Department of Environmental Quality is seeking applications for the Clean Vessel Act Grant Program (CVA). If you are interested in applying for the CVA, please read the following instructions before completing your application packet.

1. Please read the complete packet before starting the application process.
2. Please return all items listed on the Supplier's Checklist.
3. All terms and agreements cannot be changed and shall be followed while doing business with the State of Oklahoma.
4. All questions shall be submitted via email to Cheryl.Dirck@deq.ok.gov by 3:00 PM CST on the date of September 25, 2023.
5. No questions received after the date and time listed above shall be answered.
6. All questions will be answered in writing by an amendment to the application process.
7. All applications shall be returned via email to Cheryl.Dirck@deq.ok.gov by 3:00 PM CST on the date of October 2, 2023.
8. All applications received after the date and time above shall be deemed non-responsive and returned unopened.



Program History:

The Oklahoma Clean Marina Program (CMP) is a voluntary program open to all public and private marinas in Oklahoma. It was developed to protect Oklahoma's precious water resources and wildlife habitat by promoting environmentally sound and economically feasible marina and boating best practices to reduce waste and prevent release of hazardous substances into Oklahoma's waterways.

Complete the following steps to be a Certified Clean Marina. Certifications are valid for three years.

1. Review the [Oklahoma Clean Marina Guidebook](#).
2. Complete the Oklahoma Clean Marina [Self-Assessment Guide](#) to identify areas for improvement.
3. Submit the self-assessment and [CMP Pledge](#) to DEQ.
4. Contact DEQ to schedule an on-site assistance visit.
5. Complete improvements to which you committed.
6. Contact DEQ for a final on-site assistance visit.
7. Be certified as an Oklahoma Clean Marina or Boatyard!

A key feature of the CMP is the Clean Vessel Act Grant Program (CVA). DEQ administers grants provided by the United States Fish and Wildlife Service through the Clean Vessel Act Grant Program, including the CMP. The grant award will reimburse eligible marinas up to 75% of the cost of construction, renovation, operation, and maintenance of pump-out stations and waste reception facilities for recreational boaters. The funds may also be used for educational programs to inform boaters of the importance of proper disposal of their sewage. The marina will cover the remaining 25% of the cost.

Funding is available to marinas (private, commercial, residential, and municipal) who have gas/service docks, fish houses/seafood dealers, and boat docking facilities.

Projects eligible to receive CVA grants include:

- Construction, renovation, planning and engineering for pump-out stations (including necessary piping to connect to the marina sewage system),
- Operation and maintenance of pump-out stations, and waste reception facilities for recreational boaters (including necessary modifications of existing on-site septic systems needed to handle the additional flow generated by the pump-out stations or damaged or destroyed pump-out and dump stations caused by weather)



- Educational programs to inform recreational boaters about pollution resulting from sewage discharge from vessels, and
- Activities associated with proper management of sewage from pump-out boats, floating restrooms, and other sewage-management activities on the marina.

The CVA grant program is established under the federal 1992 Clean Vessel Act to provide grants for pump-out stations and waste reception facilities so that raw sewage from marinas and recreational boaters is not discharged into waterways.



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

1. RE: Solicitation# Clean Vessel Act Grant FY24

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 Permit¹:

☐ 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.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² 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 Department of Environmental Quality Agency Number: 29200

Solicitation or Purchase Order #: Clean Vessel Act Grant FY24

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

Clean Vessel Act Grant Application



All items MUST be filled in before submitting application – leave nothing blank.

Marina name: _____

County: _____

Marina address: _____

Contact person: _____

Contact person address: _____

Contact person telephone number: _____

Contact person alternate telephone number: _____

Email address: _____

Location of pump-out: _____

Depth of water at pump-out site: _____

Type of pump-out planned: _____

Make of new pump-out: _____

Pump-out waste will be discharge to: _____

Pump-out facility available for use by the general public? Yes No

Grant Money Requested

Total cost of new project \$ _____

Federal funds requested (Maximum 75%) \$ _____

Matching funds (Minimum 25%) \$ _____

Type of matching funds: _____

Construction may begin after the marina receives the executed reimbursement contract, executed purchase order, and notice to proceed contract from the Oklahoma Department of Environmental Quality.

Marina Description

Owner of marina: _____

Which use best describes this marina? _____

Which use best describes most customers? _____

Boat capacity and slips in the marina: _____

Percent of boats with mobile sanitary devices: _____

Number of boats by size: _____ = < 20 feet

_____ = > 20 feet

_____ = > 40 feet

Number of live-aboard boats: _____

Number of restrooms available on site: _____

On a busy weekend, what is the percentage of customers that overnight aboard their boat? _____

Name of water body at marina: _____

Distance from the dam to the proposed pump-out facility: _____

Lake water level change in feet: _____

Mean average fluctuation: _____

Elevations, feet above mean sea level:

Top of flood control pool: _____

Top of power pool if applicable: _____

Top of inactive pool: _____

Pump-out service currently available at this marina?	Yes	No
--	-----	----

Are there other pump-out services within two miles of this marina?	Yes	No
--	-----	----

If the closest pump-out station is more than two miles, what is the distance in boating miles? _____

Pump-Out Operation and Maintenance

Who will operate the pump-out? _____

Normal pump-out service availability:

Months	Days of Week	Hours of Operation
May through September		
October through April		

Accessible to all recreational vessels: Yes No

Pump-out fee charged (maximum allowed is \$5.00 per boat):

How will pump-out be maintained?

Pump-out information sign:

Informational signs indicating the availability and location of the system is required to be installed on all docks and at the sanitary waste extraction slip location.

Informational brochure:

A brochure is required explaining the pump-out regulations as well as the environmental benefits of eliminating sewage from Oklahoma's lakes. The location of the marina pump-out station will be listed on the brochure. The brochure will be one color and will be placed in the mail of each marina dock customer.

Project Justification

Written justification is required for project award.

Please provide written justification in the space below:

Estimated Costs of Construction

LEAVE NOTHING BLANK

	Labor Cost	Material Cost	Total Cost	Federal funds requested (Maximum 75%)	Matching Funds (Minimum 25%)
Remote Pump-out Head and Controls					
Pump-out Vacuum Equipment					
Lift Station Equipment					
Ditching, Surface Repair, Asphalt, etc.					
Electrical Connections					
Dock Modifications to Accept Pump and Lift Station					
Project Management and Administrative Costs					
Signage and Brochures					
TOTALS					

Round up to the nearest dollar. Do not put cents in the cost. Insert zeros for non-applicable boxes.

Be sure all items are filled in before submitting application – LEAVE NOTHING BLANK.

Signature

Date application submitted

I hereby certify and attest that the information submitted in this application is true to the best of my knowledge, and is in agreement with the statement of funding between the listed marina and the Oklahoma Department of Environmental Quality.





EXHIBIT A - APPLICATION CHECK LIST

Please make sure that you have the following documents completed and returned to the Oklahoma Department of Environmental Quality by October 1, 2023. Failure to return all documents by the deadline could result in noncompliance and result in failure to award grant.

Please submit the following:

- ☐ OMES Form CP 076-Responding Bidder Information
Provide additional attachments, if applicable.
- ☐ OMES Form CP 004 -Certification for Competitive Bid and/or Contract
- ☐ Clean Vessel Act Grant Application
- ☐ Exhibit A - Application Checklist
- ☐ Exhibit B - Legal Description
- ☐ Certification of Insurance
- ☐ Amendment(s) (if applicable)



EXHIBIT B: LEGAL DESCRIPTION OF SITE

The legal description of the contractor's property is:

Legal Business Name:

Latitude*:

Longitude*:

Location Address:

Location County:

Additional Information:

**** Use decimals, not
degrees, minutes and
seconds for longitude
and latitude.***

REIMBURSEMENT CONTRACT

This Contract made for the provision of reimbursement of materials and/or equipment for FY **Fiscal Year #** Clean Vessel Act for **Contractors Legal Name & Project #** by and between the State of Oklahoma, ex.rel. The Department of Environmental Quality hereinafter referred to as "Department" and/or "DEQ" and **Contractors Legal Name & Project #** hereinafter referred to as "Contractor". In consideration of the provisions set forth herein; the parties mutually agree to the following provisions and any Addenda attached hereto and incorporated herein; therefore, in consideration of the foregoing and the mutual Contracts set forth, **Contractors Legal Name & Project #** and Department agree as follows:

I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF CONTRACT

- i. This contract is authorized pursuant to and in accordance with the provisions of 27A O.S. § 1-3-101, 27A O.S. § 2-10-202, and 74 O.S. § 85.14.
- ii. DEQ has been granted authority by the Office of the Secretary of the Environment for the State of Oklahoma to receive and disperse certain federal reimbursement funds to approved Contractors that have complied with the application terms and conditions as mandated by the Clean Vessel Act program of 1992 ("CVA"), a federally funded reimbursement program promulgated by the United States Department of Interior, Fish and Wildlife Services ("USFWS").
- iii. Pursuant to an agreement letter between USFWS and the DEQ dated **Date Issued USFWS Award Letter**, the USFWS has authorized DEQ to reimburse certain costs incurred by approved Contractors located in the State of Oklahoma that have completed the project in good faith, pursuant to the provisions of this Agreement, and DEQ has approved the project and the contractor is in good standing pursuant to all rules and regulations.
- iv. DEQ hereby agrees to reimburse the Contractor for approved expenses related FY **Fiscal Year #** Clean Vessel Act for **Contractors Legal Name & Project #**, as agreed by both parties, for the CVA.
- v. In consideration of Contractor's completion of the work described, DEQ shall reimburse Contractor for eligible costs not otherwise reimbursed by another funding source. The maximum value of this Agreement shall not exceed \$**Dollar Amount; however**, DEQ must be billed for exact cost of the projects under this agreement; no overage will be paid.
- vi. The Contract shall be in effect for the period from the date the contract is signed by both parties, or the day an executed Purchase Order has been issued, whichever is later, through June 30, Year **Expired**.

II. LEGAL DECIPTION OF SITE

- i. The legal description of the contractor's property is:
 - a. Legal Business Name: **Contractors Legal Name & Project #**
 - b. Latitude: **34.0894 N** Longitude: **-94.8984 W**
 - c. Location Address: **Address, City, State, Zip Code**
 - d. Location County: **County Name** County

III. REQUIREMENTS FOR REIMBURSEMENT:

- i. Expenses that may be reimbursed include, but are not limited to, approved costs for construction and renovation of stationary and portable pump-out stations and dump stations; mobile pump-out vessels for Type III marine sanitation devices; floating restrooms; equipment used in maintaining pump-out and dump stations and floating restrooms; transportation of marine vessel sewage to sewage treatment plants, installation of bleed-in facilities at sewage treatment plants; engineering and design costs; and administrative costs.
- ii. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit.
- iii. Records shall be maintained and accounts, including property, personnel and financial records, that properly document and account for all contract funds in conformance with Generally Accepted Accounting Principles (GAAP), which can be found here if needed: <https://asc.fasb.org/>. Effective control and accountability is maintained for all funds, property and other assets.
- iv. Contractor is responsible for properly maintaining equipment and for obtaining all necessary permits associated with use.
- v. Contractor certifies that equipment proposed for administering this Contract is not already on hand and is required for the operation of the Contract. Equipment acquired with DEQ funds must be used in the program or project for which it was acquired.
- vi. Contractor must maintain records of property acquired with DEQ funds from the date of acquisition through final disposition. A control system must be developed to ensure adequate safeguards against loss, damage, or theft, adequate property records must be maintained, and a physical inventory must be completed at least once every two years.
- vii. Contractor agrees contractor is responsible for maintenance and upkeep of the pump-out facility for a minimum of 10 years. Contractor may use, manage, and dispose of reimbursables purchased in accordance with State laws and procedures after the minimum ten (10) years.
- viii. Contractor is responsible for notifying the Service Project Officer, in writing, of any conflicts of interest that arise during the life of this award, including those reported to them by any subrecipient under the award. Conflicts of interest include:
 - a. Any relationship or matter that might place the recipient, including their employees and subcontractors, in a position of conflict, real or apparent, between their responsibilities under the award and any other outside interests.
 - b. Conflicts of interest include direct or indirect financial interests; close personal relationships; positions of trust in outside organizations; consideration of future employment arrangements with a different organization; and decision-making authority related to the proposed project.
 - c. Conflicts of interest are those circumstances real or perceived that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the recipient, or the recipient's employees or subcontractors, in matters pertaining to the award.

- d. Contractor must notify the Service Project Officer in writing if any employees, including subrecipient and contractor personnel, are related to, married to, or have a close personal relationship with any Federal employee within the Federal program issuing this award. The term employee means any individual engaged in the performance of work under the Federal award. Contractor may not have a former Federal employee as a key project official, or in any other substantial role related to their award, whose participation put them out of compliance with the legal authorities addressing post- Government employment restrictions.
- e. The Service Project Officer will examine each conflict of interest disclosed based on its particular facts and nature of the project and will determine if a significant potential conflict exists. If it does, the Service Project Officer will work with the recipient to determine an appropriate resolution. Failure to disclose and resolve conflicts of interest in a manner that satisfies the Service Project Officer may result in any of the remedies described in 2 CFR 200.338, which can be found here if needed: <https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-338>, Remedies for Noncompliance, including termination of this award.
- ix. Contractor shall not invoice for materials and / or services required under the Contract, for which the Contractor has already received, or will receive, compensation for the same from another source.
- x. Contractor may seek additional funding from another source to enhance the project and for which DEQ is **not** providing reimbursement.

IV. COMPLIANCE

- i. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract, including but not limited to Department Certifications. Loss of required certification, permit, or license by the Contractor shall automatically terminate this contract.
- ii. DEQ reserves the right to request copies of licensure at any time and Contractor agrees to provide proof of licensure.
- iii. The projects to be reimbursed under the Contract shall comply with all applicable Federal, State, and local laws, including any regulations and rules promulgated by any governmental authorities which are applicable to the project.
- iv. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by Department.
- v. The Contractor agrees to comply with the State of Oklahoma Contractor Registration Requirements. Requirements and Registration is available at: https://www.ok.gov/DCS/Central_Purchasing/Contractor_Registration/index.html
- vi. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, 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 Employee Verification Program (E-Verify) available at <https://www.uscis.gov/e-verify>.

V. COMPENSATION AND INVOICING

- i. **COMPENSATION:** Pursuant to the provisions of the CVA, it is agreed that the DEQ will reimburse the Contractor 75% of all approved costs incurred, up to and not exceeding a total compensation amount based on the attached proposal, Exhibit 1, and in consideration of the faithful performance by the Contractor of the services identified in the Statement of Work and in conformity with the administrative procedures set forth herein, the Department agrees to reimburse Contractor an amount not to exceed **Dollars in Text Dollars** | **\$Numerical Dollars** unless amended in writing and approved by Contractor and Department. Contractor shall present all outstanding invoices prior to seeking reimbursement for costs incurred pursuant to this Agreement to DEQ no later than 30 days after the end of the grant period which is June 30, **Year Expired**. DEQ shall review and upon accepting and processing of said invoices, approve funds for disbursement to the Contractor. Contractor shall submit any such records or other evidence of performance including before, during and after photographs as may be required by DEQ.
- ii. **INVOICES AND PAYMENTS:** Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears. 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. State Acquisitions are exempt from sales taxes and federal excise taxes. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72. 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.
- iii. **TAX EXEMPTION:** State agency acquisitions are exempt from sales taxes and federal excise taxes. Contractors shall not include these taxes in price quotes. Contractor shall not claim States exemption, however if Contractor has a sales tax exemption, Tax Exemption Permit shall be provided to DEQ.
- iv. **APPROPRIATIONS:** The terms of any Contract resulting from 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 Contracts. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding. This contract is made subject to the availability of State and/or Federal funds and if such funds become unavailable during the term of this contract, then this Contract may be immediately reduced or terminated by the Department.
- v. **INSUFFICIENT FUNDS:** This contract may be terminated by DEQ if federal funds are not provided in a sufficient amount to cover the cost of the proposal. Notice of termination and DEQ liabilities will be as set forth in Paragraph VI.iii, TERMINATION FOR CONVENIENCE.

VI. GENERAL PROVISIONS

- i. **PUBLIC INFORMATION:** Contractor is generally responsible for all public information. DEQ may make public announcements and respond to all inquiries relating to the project in this contract. DEQ reserves the right to approve all press releases and publications where the agency is mentioned or included before publication. The agency shall provide a contact for publicity approval within ten (10) days of execution of the agreement. Contractor shall have

the agency's approval before using the DEQ logo. Contractor and DEQ shall give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to this Contract.

- ii. **TERMINATION FOR CAUSE:** The Contractor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the Contractor. The State may terminate the Contract immediately, without a 30-day written notice to the Contractor, 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. If the Contract is terminated, the State shall be liable only for payment reimbursement for products and/or services delivered and accepted.
- iii. **TERMINATION FOR CONVENIENCE:** 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 Contractor 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. 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 Contractor.
- iv. **PROVISIONS BINDING:** The provisions of this Contract shall be binding on and ensure to the benefit of the Department and the Contractor and their respective successors and permitted assigns.
- v. **ASSIGNMENT AND SUBCONTRACTING:** This Contract may not be assigned without written approval from the Department. If approved, the assignment is subject to the terms of this contract or grantor agency; and, if the source of funding is federal, subcontractor is also subject to sub-recipient terms and conditions of that funding. The Contractor shall not engage in any subcontract to provide the services herein without prior written approval of the Department. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency. Any subcontracts shall be terminated if a conflict of interest arises between the subcontractor and the Department.
- vi. **FORCE MAJEURE:** Performance may be suspended by either party in case of an Act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, labor, or transportation, accident, national defense requirement, or any cause beyond the control of such party, which prevents the performance of such party. In the event of any of the aforementioned circumstance, Contractor shall be obligated to provide for and Department to pay for only such services as are actually rendered.
- vii. **AFFIRMATION OF STATE EMPLOYMENT:** Contractor, by execution of this Contract, acknowledges and affirms that he/she (1) is not a current employee of the Department, an agency of the State of Oklahoma and (2) has not been an employee of the Department, an agency of the State of Oklahoma within the twelve (12) months next preceding the effective date of this Contract.

- viii. **INDEPENDENT CONTRACTOR:** In the performance of all services rendered under this Contract, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties, and accordingly shall not be eligible for rights or benefits accruing to state employees.
- ix. **AUDIT AND RECORDS CLAUSE:** 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 contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract. The contractor is required to retain all records and supporting documentation relative to this contract for the duration of the contract term and a period of seven 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 year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period, whichever is later. Contractor agrees the review of all records as they relate to the performance of professional services are to be subject to examination by the Department, the State Auditor and Inspector and the State Purchasing Director.
- x. **NO GRANT OF AUTHORITY:** Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the Department, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the Department.
- xi. **NO OTHER CONTRACT:** Contractor certifies and warrants that it has entered into no other Contract that would prevent performance of the services agreed to herein on the terms and conditions stated. Contractor further certifies and warrants that no such Contract will be entered into during the pendency of this Contract. Contractor certifies that costs presented to DEQ for reimbursement under this agreement have not been reimbursed under any other grant or program.
- xii. **ENTIRE CONTRACT:** This Contract, along with any quotes, the purchase order, change orders if applicable, amendments if applicable, and other attachments or supporting documentation constitutes the entire Contract and understanding between the parties with respect to the matters contained herein and supersedes all other Contracts between and representations by the parties with respect to such matters.
- xiii. **AMENDMENT AND MODIFICATION:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the solicitation. All amendments to the solicitation shall be made in writing by the Agency. 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 Contractor. 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 Agency in writing, or made unilaterally by the Contractor, 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 Contractor 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 contract stated in the resultant Contract.

- xiv. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants: A.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency; B.) 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; C.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); D.) 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.
- xv. **NOTICES:** Any notice hereunder to be given by either party to the other shall be in writing and shall be effective when received.
- xvi. **NO WAIVER:** Waiver by the Department of any breach of any provision of this Contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- xvii. **SEVERABILITY:** The Contracts and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a court of competent jurisdiction, this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.
- xviii. **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.
- xix. **CHOICE OF VENUE:** Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.
- xx. **INDEMNIFICATION:** The Contractor shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability insurance of no less than \$1,000,000.00 to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents, employees or the like. Said policy must provide that the carrier may not cancel or transfer the policy without giving the Department thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and provide the Department with evidence of such insurance and renewals upon request. The Policy Certificate Holder shall be listed as State of Oklahoma Department of Environmental Quality 707 N. Robinson | Post Office Box 1677 Oklahoma City, Oklahoma 73101-1677 on all insurance certificates. Contractor shall indemnify and hold harmless the Department against any and all bodily injury and property damage, deficiencies or liabilities resulting from any negligence on the part of Contractor, its employees or independent contractors, or non-fulfillment of any term or condition of this contract. Contractor shall indemnify and hold harmless the Department under the Contract from any and all assessments, judgments, cost, legal and other reasonable expenses incidental to any of the forgoing.

- xxi. **DELIVERY: F.O.B. DESTINATION:** Delivery, Inspection and Acceptance: Unless otherwise specified in the contract documents, all deliveries shall be F.O.B. Destination. The Contractor(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 Contractor until accepted by the receiving agency. The Contractor(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Contractor(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 Agency.
- xxii. **COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007:** The Contractor 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 .
- xxiii. **COMPLIANCE WITH APPLICABLE LAWS:** The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the Contractor shall maintain all applicable licenses and permit requirements .
- xxiv. **MONITORING AND FINANCIAL COMPLIANCE REVIEW:** DEQ, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by DEQ, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. DEQ shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by the Contractor. DEQ will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service Contractor.
- xxv. **UNALLOWABLE COSTS:** In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended DEQ funds on unallowable costs on this or any previous Contract, Contractor shall reimburse DEQ in full for all such costs on demand. DEQ may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.
- xxvi. **APPEAL:** In the event any audit resolution, review, monitoring, or oversight results in the determination that DEQ has overpaid the Contractor for this or any previous Contract, Contractor has a right to file a written appeal to the DEQ Executive Director. DEQ will consider the appeal before final action or reimbursement is sought by DEQ. Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.

- xxvii. **PROPER INVOICE:** An invoice is considered proper if sent to the proper recipient, , and has met all requirements for processing and payment in accordance with contract terms and applicable federal and state statutes. The proper recipient of invoices is DEQ Accounts Payable. Invoices shall be sent to Post Office Box 1677 Oklahoma City, Oklahoma 73101 or to ACCOUNTSPAYABLE@DEQ.OK.GOV. Contractor shall invoice DEQ for the costs specified within the contract and/or purchase order. Invoices shall contain the purchase order number, a description of the products delivered, or services provided, the dates of such delivery or provision of services, and the Contractor's Federal Employer Identification number. Failure to do so could result in late payment.
- xxviii. **UNAUTHORIZED OBLIGATION:** At no time during the performance of this contract shall the vendor have the authority to obligate DEQ for payment of any goods or services over and above the awarded contract . If the need arises for goods or services over and above the awarded contract for this project, vendor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding. All work performed without an Executed Notice to Proceed and Purchase Order is an Unauthorized Obligation in which the agency will not be liable for.

In witness whereof, this Contract, consisting of **Eleven pages (11)** pages has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable.

Company's Legal Name
Company's Mailing Address
Company's City, State, & Zip Code

State of Oklahoma
Department of
Environmental Quality
707 N. Robinson Ave
Oklahoma City, Oklahoma, 73102

Signature of Authorized Representative

Printed Name of Authorized
Representative

Title of Authorized Representative

Signature of Authorized Representative

Kathy Aebischer

Printed Name of Authorized Representative

Administrative Services Division Director

Title of Authorized Representative

Exhibit C

U.S. Fish and Wildlife Service
General Award Terms and Conditions
Effective Date: May 14, 2022

Recipients of U.S. Fish and Wildlife Service (Service) grant and cooperative agreement awards (hereafter referred to as “awards”) are subject to the terms and conditions incorporated into their Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Award terms and conditions are applicable unless and until the Service removes or revises them in written notice to the recipient. The Service will make such changes by issuing a written notice that describes the change and provides the effective date.

Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in the Service taking one or more of the remedies and actions described in [2 CFR §§200.339–343](#).

Administrative Requirements, Cost Principles, and Audit Requirements

The requirements in this section do not apply to individuals receiving an award separate from any business or organization they may own or operate. The Service will describe all administrative and cost requirements and restrictions for awards to individuals in their Notice of Award. The requirements in this section apply to for-profit entities only when the Service specifically incorporates them by reference in a Notice of Award.

The requirements in this section apply to foreign public entities and foreign organizations, unless otherwise described in this section. Foreign public entities and organizations must comply with any special considerations and requirements specific to their entity type, unless otherwise noted within this document. Foreign public entities must comply with those specific to states. Foreign higher education institutions must comply with those specific to Institutions of Higher Education.

Administrative Requirements

[2 CFR Part 200, Subparts A–D](#), as supplemented by [2 CFR Part 1402—Financial Assistance Interior Regulation](#) and including the provisions in 2 CFR §1402.112 and §1402.315. Foreign public entities must follow payment procedures in 2 CFR §200.305(b). The requirements in 2 CFR §§200.321–323 do not apply to foreign public entities or foreign organizations.

[Appendix XII to 2 CFR Part 200—Award Term and Condition for Recipient Integrity and Performance Matters](#). Applies to awards with a total Federal share of more than \$500,000, except for awards to foreign public entities.

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2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and
3. all construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the [Department of the Interior Buy America web page](#) and the [Office of Management and Budget Made in America web page](#).

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing Department of the Interior (Department) general applicability waiver as described on the [Department's General Applicability Waivers web page](#). If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the Recipient does not need to request a separate waiver for non-domestic materials.

When necessary, recipients may apply for, and the Department may grant, a waiver from these requirements, subject to review by the Made in America Office. The Department may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. *Non-availability Waiver*: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality,
2. *Unreasonable Cost Waiver*: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent, or
3. *Public Interest Waiver*: applying the domestic content procurement preference would be inconsistent with the public interest.

If a general applicability waiver does not already apply, and the Recipient believes that one of the above circumstances applies to an award, the Recipient may submit a request to waive the application of the domestic content procurement preference.

Waiver Submission Instructions

Recipients must submit all waiver requests to the Service in writing. E-mail all waiver requests to fwhqfasupport@fws.gov. Please use the subject line: "Buy America Waiver Request". Include the following information with each waiver request:

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)
2. Requesting entity name and Unique Entity Identifier (UEI)
3. Awarding bureau: U.S. Fish and Wildlife Service
4. Awarding program Assistance Listing number and title (Notice of Award, Block 2)
5. Project title (Notice of Award, Block 8)
6. Federal Award Identification Number (Notice of Award, Block 4)
7. Federal award amount (Notice of Award, Block 11)
8. Total infrastructure costs, to the extent known (federal and non-federal funds)
9. Infrastructure project description and location, to the extent known
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin, if known, and relevant [Product Service Code](#) or [NAICS code](#) for each.
11. A certification that the Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of the Recipient's efforts (e.g., market research, industry outreach) to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued

Do not include any Privacy Act information, sensitive data, or proprietary information with the waiver request.

Waiver Review Process

The Department will post waiver requests to their [Buy America web page](#) for the required 15-day public comment period. The Made in America Office will also review all waiver requests. The Department will post approved waivers on their [Approved Waivers web page](#). The Service will notify Recipients of their waiver request determination in writing by e-mail.

Definitions

Construction materials includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals,
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- lumber, or
- drywall.

Construction materials does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Domestic content procurement preference means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Statutory and National Policy Requirements

The following statutory and national policy requirements apply to all recipients, including individuals, for-profits, foreign public entities, and foreign organizations, unless otherwise described in this section.

[Appendix A to 2 CFR Part 25—Universal Identifier and System for Award Management](#). Does not apply to individuals or any entity with a qualifying condition and exempted by the awarding bureau or office prior to award per 2 CFR §25.110(c)(2) and bureau or office policy.

[Appendix A to 2 CFR Part 170—Award term for reporting subaward and executive compensation](#). Does not apply to any individual receiving a Federal award as a natural person. See 2 CFR 170 for other exceptions.

[2 CFR §175.15—Award Term for Trafficking in Persons](#). Applies to private entities as defined in 2 CFR §175.25(d), and to awards to States, local governments, Indian tribes, or foreign public entities, if the recipient could provide funding under the award to a private entity subrecipient.

[2 CFR Part 1400—Nonprocurement Debarment and Suspension](#). Recipients are responsible for ensuring they do not enter any covered transaction with an excluded or disqualified participant or principal. See also [2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension \(Nonprocurement\)](#).

[2 CFR Part 1401—Requirements for Drug-Free Workplace \(Financial Assistance\)](#). Does not apply to foreign public entities or foreign organizations.

[43 CFR Part 18—New Restrictions on Lobbying](#). The Authorized Representative's signature on a standard application form submitted to a DOI bureau or office certifies to the statements in [Appendix A to 43 CFR Part 18—Certification Regarding Lobbying](#). These restrictions do not apply to such Indian tribe, tribal organization, or any other Indian organization expenditures specifically permitted by other Federal law.

[41 U.S.C. §6306—Prohibition on Members of Congress Making contracts with Federal Government](#)

National Policy Encouragements

[E. O. 13043—Increasing Seat Belt Use in the United States](#). Encourages non-Federal entities to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-

owned, rented, or personally owned vehicles. The Service encourages individuals to use seat belts while driving in connection with award activities.

[E. O. 13513—Federal Leadership on Reducing Text Messaging While Driving](#). Encourages non-Federal entities to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. The Service encourages individuals to not text message while driving in connection with award activities.



Information needed to register

The Oklahoma Supplier Portal is now live, and we encourage your entity to join the thousands of businesses currently providing goods and services to Oklahoma state government. Once registered through the portal, your entity will receive notifications based on your selections when the State of Oklahoma open solicitations for those specific goods and/or services. Through the Oklahoma Supplier Portal, you can register your organization as a bidder or a supplier and maintain your organization's information.

Bidder registration is a streamlined process allowing for solicitation notification and response. Information you need to complete the bidder registration process includes:

- Entity identifying information.
 - Entity legal name.
 - Entity address and phone number.
 - Entity contact email.
- UNSPSC category codes for the products or services your entity sells.

Supplier registration fully registers your entity for payment. This includes adding your banking information. An entity must be registered as a supplier prior to receiving a contract award.

Information you need to complete the supplier registration process includes:

- W-9.
- Entity identifying information.
 - Entity legal name (IRS name).
 - Entity federal tax ID (IRS reporting ID).
 - Entity address.
- Secretary of State filing number or letter of exemption.
- Certificate of insurance or letter of exemption.
- Identification of individual who is an authorized account manager for your entity to complete the registration.
- Diversified organization certifications.
- UNSPSC category codes for products or services your entity sells.

Additional requirements for construction suppliers include:

- Current certification certificates.
- Licensing jurisdiction and trade categories.
- Bonding reference letter.



E-SUPPLIER NAVIGATION

For New Procurement Suppliers

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First-Time Supplier Setup

As a note – A W-9 and a current Certificate of Insurance or Letter of Exemption are required document attachments in the registration process. It is recommended that the documents are readied prior to beginning the registration process.

Step 1: Supplier portal

Go to supplierportal.ok.gov. You can also copy and paste this URL into your web browser address bar.

Step 2: Supplier portal login

Select **Oklahoma Supplier Portal Login**.

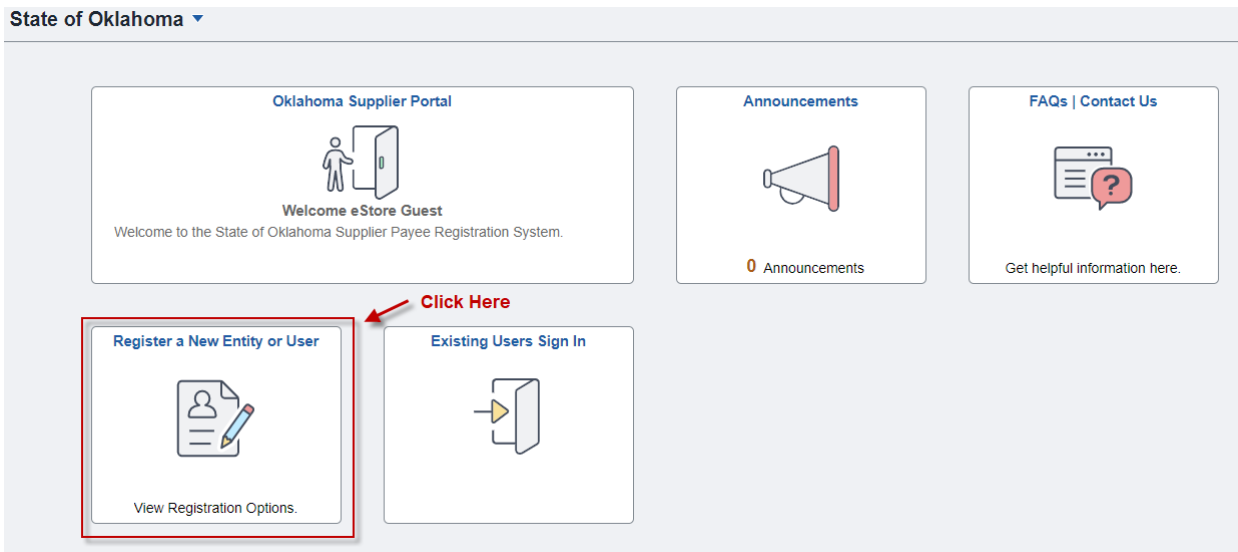
Office of Management and Enterprise Services (090) > Services > Central Purchasing > Supplier Portal



Click here

Step 3: Register a new entity or user

Select **Register a New Entity or User**.



Step 4: Register a supplier

Under Register a Supplier, select **Register now**.

Register a Supplier



Entities with no existing PeopleSoft Supplier ID may select this option to !

[More...](#)

Register now

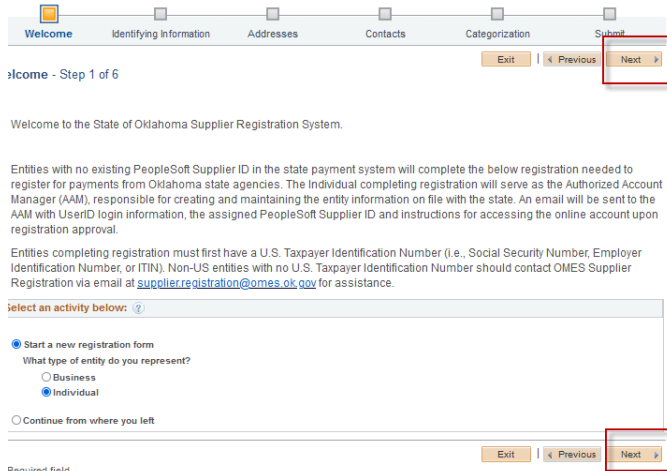
Click Here

Step 5: Completing the supplier registration

There are six steps required to complete the registration. Complete each step in order. If the registration cannot be completed, you may save your progress to return later. **NOTE:** Registrations with error messages cannot be saved.

You are required to upload a W-9 and a copy of a current Certificate of Insurance or Letter of Exemption.

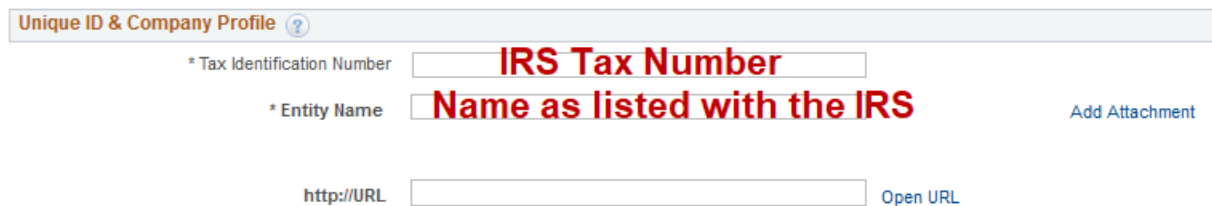
- 1) Select your entity type (**Business** or **Individual**), then select **Next** at top or bottom of step.



- 2) There are multiple areas to complete in the Identifying Information step, the longest step in the process.

- a) Unique ID & Company Profile.

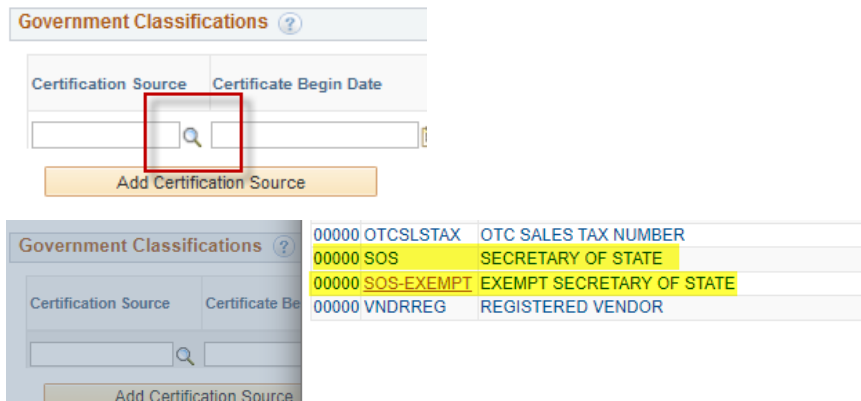
- i) In the **Tax Identification Number** field, enter your IRS-issued federal taxpayer identification number (i.e., SSN, EIN or ITIN).



- ii) Entities that do not have a U.S. federal tax ID are not able to register using e-Supplier at this time.

- b) Government Classifications.

- i) Under Certification Source, select the **magnifying glass**, then select **SOS** or **SOS-Exempt** based on the company's Oklahoma Secretary of State filing.



00000	OTCSLSTAX	OTC SALES TAX NUMBER
00000	SOS	SECRETARY OF STATE
00000	SOS-EXEMPT	EXEMPT SECRETARY OF STATE
00000	VNDRREG	REGISTERED VENDOR

- (1) The dates will automatically fill and can be disregarded.

- (2) If SOS is selected, select **SEC** for the Government Classification, and enter the **SEC OF STATE FILING NUMBER** in the Certification Numbers.

00000	REG	REGISTERED VENDOR
00000	SEC	SEC OF STATE FILING NUMBER
00000	SMB	SMALL BUSINESS

- (3) The system will validate the filing number against the Oklahoma Secretary of State's database. **NOTE:** Return results that are not in good standing will prohibit the registration from continuing.


- c) Profile Questions.


- i) You are required answer all questions that contain an asterisk.
- ii) LLCs need to complete and upload the Disregarded Entity Verification form.

- (1) A link to the form is located in the profile question.
 - (2) Forms should be completed by tax personnel only.
- iii) For best results, use the **magnifying glass** when applicable.

Profile Questions ?


* Are you the Authorized Account Manager who should maintain all relevant information for the entity being registered? Yes

* Is the registered entity a state employee employed by an Oklahoma state agency? No 

* What type of entity is the registered entity? Individual 

* Is the registered entity a US Entity? Yes

- iv) To attach a document, select **Add Attachment**.

* **Add Attachment** 

Please complete and upload one of the following current U.S. Taxpayer Verification documents, matching the registered entity's U.S. entity type. Businesses needing to register multiple entities filed under primary filing entity TIN should attach one form for each dba/tradename or disregarded entity being registered. Choose from one of the following form options:

U.S. Entities. Required for all domestic U.S. individuals and businesses. Information provided should match primary filing entity as registered with the Internal Revenue Service - IRS Form W-9(s)

[W9 form](#)

- v) Select **Upload**.

Attachments Personalize | Find | View All |  

Attached File	Attachment Description	Upload
1		Upload

Return

- vi) Under File Attachment, select **Browse**.

Profile Attachments

File Attachment ×

Browse... No file selected.

Upload **Cancel**

- vii) Select the file to upload.

File Explorer window showing the file selection process.

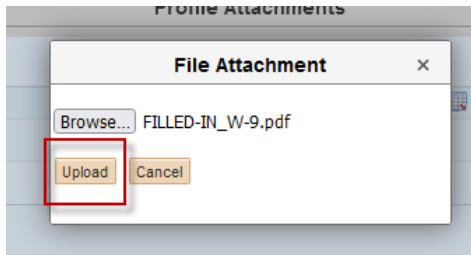
Files and folders listed:

- New folder (5/27/2021 10:36 AM, File folder)
- FILLED-IN_W-9.pdf (9/23/2021 10:07 AM, Adobe Acrobat Document)

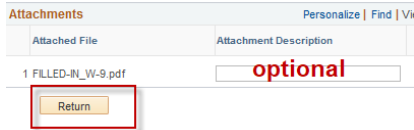
File name: ▼ All Files (*.*)

Open

viii) With the file attachment now selected, select **Upload**.



ix) Select **Return**.



x) Enter text in the provided fields.

* If a different Diverse Minority Group qualification not shown is applicable, please provide additional details.

Not Applicable

Diversified Business Certification - Small Disadvantaged Business: Are you currently certified by the United States Small Business Administration and the Oklahoma Department of Commerce as a Small Disadvantaged Business? Information related to the Oklahoma Department of Commerce Supplier Diversity Program can be found at [Diverse Business Certification Program](#) Diverse Business Certification Program

d) Addresses.

i) Enter your primary address. The remit address is optional. The address will be validated by the USPS. Select **Accept address**.

USPS Address Validation

Address Validation

Primary

Address entered by you:-

Address 1 5005 N LINCOLN BLVD

Address 2

City OKC

State OK

County

Postal

Country USA

Address returned by USPS:-

Address 1 5005 N LINCOLN BLVD

Address 2

City OKLAHOMA CITY

State OK

County

Postal 73105-3324

Country USA

☐ Check this box to skip the USPS address and use the address you have entered.

Accept address Edit Address

e) Contacts.

i) Select **Add Contact**.

Contacts - Step 4 of 6

Please create the Authorized Account Manager contact. AAM will An email will be sent with instructions for accessing the online acc (*indicates a required response)

Company Contacts ?

You have not added any contact information to your applicati

Add Contact

- ii) Enter all required fields. The Requested User ID is your desired user ID to access e-Supplier after registration to update and maintain your information on file with the State of Oklahoma. Select **Ok** when complete, then select **Next**.

Contact Information ?

Description

* First Name ☐ Primary Contact

* Last Name

Title

* Email ID

* Telephone Ext

Fax Number

Contact Type

User Profile Information ?

* Requested User ID

Description

Language Code

Time Zone

Currency Code

Create a user ID to access e-Supplier after registration

f) Categorization.

- i) All suppliers must pick at least one category code for registration.
- (1) The State of Oklahoma uses the UNSPSC codes for procurement registration. To search for the code listings for the codes most applicable, visit the [UNSPSC website](#).
- ii) Under Sourcing Procurement Categories, select the **Sell Categories folder icon**.

Categorization - Step 5 of 6

Select to add or de-select to remove categories applicable to your business

Sourcing Procurement Categories

Sourcing - Sourcing Categories

☒ Buy Categories

☒ Sell Categories

- iii) Locate the category that best describes the goods or services provided. Check the box. Then select the folder to drill down. If you are using an UNSPSC code to make your selection, drill down using two-digit increments. See the below example to drill down to 10101501 – Cats.

☐ Sell - Sell Categories

☒ 10000000 - Live Plant and Animal Material

☐ 11000000 - Mineral and Textile and Inedible

☐ Sell - Sell Categories

☒ 10000000 - Live Plant and Animal Material

☒ 10100000 - Live animals

☐ 10110000 - Domestic pet products

☐ 10120000 - Agricultural products

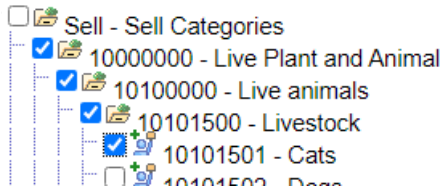
☐ Sell - Sell Categories

☒ 10000000 - Live Plant and Animal Material

☒ 10100000 - Live animals

☒ 10101500 - Livestock

☐ 10101600 - Birds and fowl



g) Submit.

i) As the final step, **check the box to accept the Terms of Agreement** and select **Submit**.

Submit - Step 6 of 6

Select the "Review" button to review the registration information.
Click the "Submit" button to submit your registration after reviewin

Email communication regarding this registration will be sent to:

SUPPLIER.REGISTRATION@OMES.OK.GOV

Terms and Conditions ?

Make sure you read terms of agreement fully before submitting y

☒ Select to accept the Terms of Agreement below.

[Terms of Agreement](#)

Review

Submit

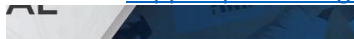
Step 6: Registration approval

Once the registration has been approved, please notify your agency contact with the supplier ID provided in the final approval email.

Establish the user ID and password

Upon supplier file approval and creation, you will receive two approval emails regarding the user ID created in the Contacts step. The second email will contain the user ID and a temporary password.

- Return to supplierportal.ok.gov, and select the **Oklahoma Supplier Portal Login** button



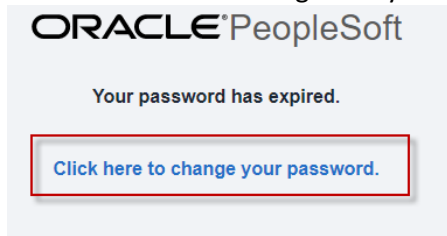
upplier Portal is the new online portal designed to assist suppli
egistration and self-management of organizational and person
iter as a payee if you or your organization are only receiving p

- Sign in using the **Existing Users Sign In**. This is where you will sign in going forward.

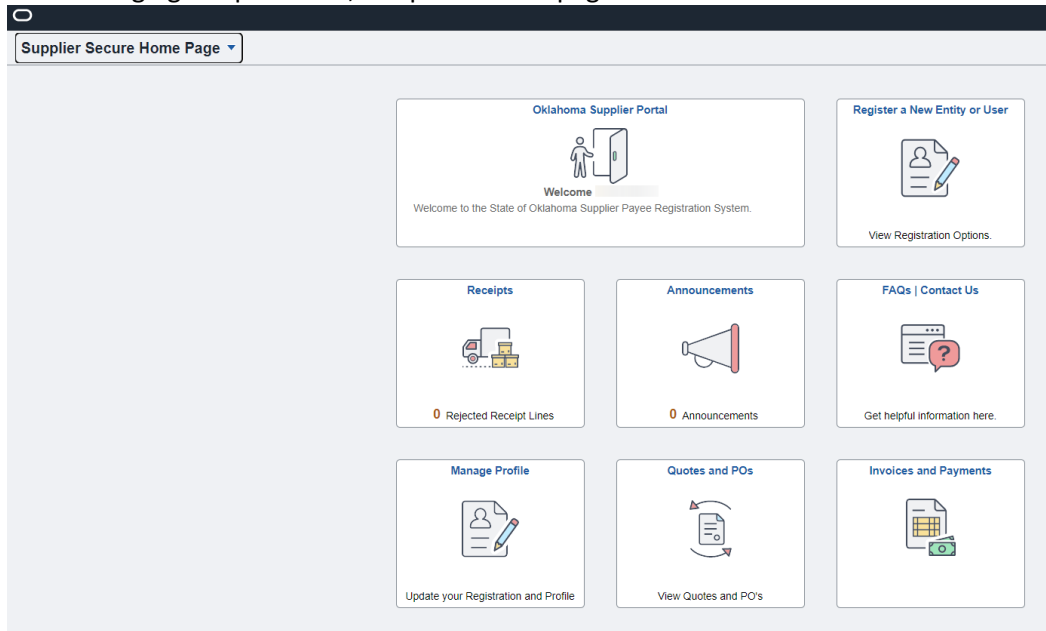


- Enter the user ID and temporary password.

- You will receive a message that your password has expired. Select **Click here to change your password.**



- You will be prompted to enter the temporary password, followed by a new password.
- After changing the password, the portal homepage should now look like this:



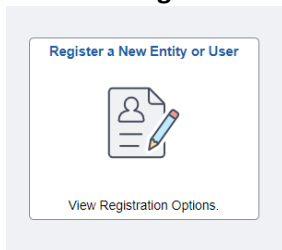
Access a Saved Registration

- To access your draft registration, follow these steps. The first four steps are the same as when you began the process.
 - This is only for registrations that have not gone through full approval and do not have a supplier ID.
 - Submitted registrations that were returned for more information need to access the saved registration.
- Go to supplierportal.ok.gov, and select the **Oklahoma Supplier Portal Login** button.



Supplier Portal is the new online portal designed to assist supplier registration and self-management of organizational and personal information as a payee if you or your organization are only receiving payments.

- Return to **Register a New Entity or User.**



4) Under Register a Supplier, select **Register Now**.

Register a Supplier



Entities with no existing PeopleSoft to do business with a state agency

[More...](#)

[Register now](#)

5) Welcome page.

- Under Select an activity below, choose **Continue from where you left**.
- Enter your registration ID of 00000000XXX and select the **caret**.

- A new section will open requesting the employer identification number (EIN).
- Once entered, it should take you to the registration that you previously started.

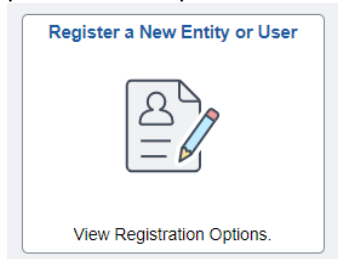
Create Multiple User IDs

One of the benefits to the new system is the ability to assign multiple additional user IDs to different individuals based on responsibilities. **Note:** Banking can only be viewed and accessed with a banking user ID.

- Select the **Oklahoma Supplier Portal Login** button at supplierportal.ok.gov, and sign in using **Existing Users Sign In**.



- Select **Register a New Entity or User**.
 - Once signed in, the Register a New Entity or User tile will provide new registration options. The tile now provides the option to create additional user IDs based on job responsibilities.



- Select **Register Now** for the user ID you wish to create.
 - The Authorized Account Manager user ID is the only user ID that can assign additional user IDs.
 - The user ID created with the supplier file is an Authorized Account Manager user ID.
 - The Banking user ID is the only user ID that can view, add or update banking.
 - For questions regarding the banking process, email eft.registration@omes.ok.gov.
- The supplier ID is in the registration approval email.
- Enter the IRS tax ID without dashes.
- The Requested User ID must be a unique user ID.
- The Email ID should be the email of the individual being assigned the responsibilities of the user ID.
 - There are no restrictions on how many times the same email can be used.
 - The email used will receive two approval emails. The second email will contain the user ID and a temporary password.
- The Language Code, Time Zone, and Currency Code fields are not applicable and can be disregarded.

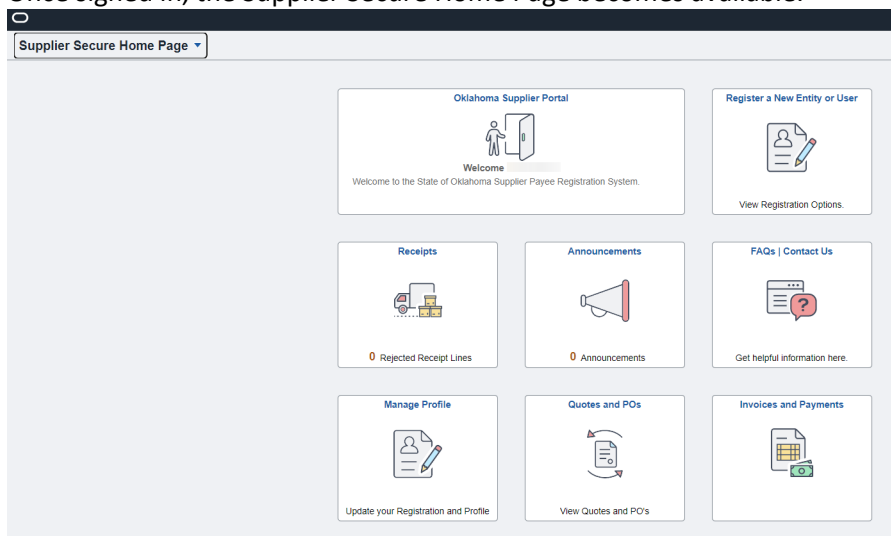
Review and Update Supplier Information

To manage and maintain the information on file, use **Supplier Change Request**. Please review the information on file on a yearly basis to ensure all information is accurate and up to date.

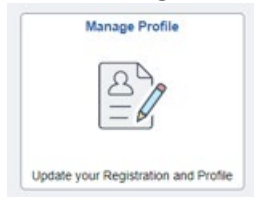
- Select the **Oklahoma Supplier Portal Login** button at supplierportal.ok.gov, and sign in using the **Existing Users Sign In**.



- Once signed in, the Supplier Secure Home Page becomes available.



- Select **Manage Profile**.



- Select **Supplier Change Request** to view, add or update the information within the supplier file. (The banking tab will only appear with the banking user ID.)

Monitor and maintain the supplier registration

At any point in time, you may return to the information provided during the supplier file creation to review or make changes. If updates cannot be completed, you must save your progress to return later. **Note:** Registrations with error messages cannot be saved.

1) Company Profile.

- Leave the Additional Name field as is. Disregarded Entities and DBAs should be entered in the Addresses step.

2) Addresses.

- The first address listing should be the 1099 or primary address.
- The email listed with the address is the primary email used for remittance notifications.
- When editing or adding addresses, the address will be validated by the USPS.
- If an address should be inactivated and does not have an address to replace it, email supplier.registration@omes.ok.gov to inactivate. Include Address Inactivation and the supplier ID in the subject line.
- Add a Disregarded Entity (DE) or DBA.
 - Select **Add New Address**.
 - Under Address Information in the Description and Address 1 fields, enter the **DE or DBA name**.
 - Enter the **address** in the Address 2 field.

Address Information

3) Contacts.

- Review contacts for accuracy.
- Each contact should have a type and should be attached to an address.
 - The Accounts Payable type will be a CC email for remittance notifications.
- If a contact should be inactivated and does not have a contact to replace it, email supplier.registration@omes.ok.gov to inactivate. Include Contact Inactivation and the supplier ID in the subject line.

4) Categorization.

- If the codes entered during the supplier creation are not listed, expand the folders for the codes to appear.
- Codes may be added or removed as needed.

5) Submit.

- As the final step, **check the box to agree to the Terms of Agreement** and select **Submit**.

For additional questions or assistance, please email supplier.registration@omes.ok.gov.