

### I. DEFINITIONS

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

**Acquisition:** means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental.

**Addendum:** means a written restatement of or modification to a Contract Document executed by the Supplier and State.

**Bid:** means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation.

**Bidder:** means an individual or business entity that submits a bid in response to a solicitation.

**Consultant:** includes architects, engineers and other recognized consultants that may be necessary to plan a construction project (61 O.S. §61).

**Construction:** generally means the process of planning, acquiring, designing, building, equipping, altering, repairing, improving, maintaining or demolishing any structure or appurtenance thereto including facilities, utilities, or other improvements to any real property.

**Contractor, Supplier, or Vendor:** means an individual or business entity that sells or desires to sell acquisitions to state agencies.

**Customer Data:** shall mean all data supplied by or on behalf of Customer in connection with the Contract, excluding any confidential information of Vendor.

**Data Breach:** shall mean the unauthorized access by an unauthorized person that results in the access, use, disclosure or theft of Customer Data.

**Environmentally Preferable Goods And Services (EPGS):** are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services that serve the same purpose. Environmentally preferable goods may also have one or more of the following characteristics: reduced packaging, ease of reuse, refurbishment, remanufacture, or recycling at end of life, reduction of greenhouse gas emissions and air contaminants, improved energy and water efficiency, use of alternative sources of energy and fuels, reduced waste, and practices that support reuse and recycling, use of renewable resources, reduced exposure to toxins and hazardous substances, and promote practices that support and sustain healthy communities and social.

**Mandatory And Non-Mandatory Terms:** Whenever the terms “shall”, “must”, “will”, or “is required” are referred to is a mandatory terms. Failure to meet any mandatory will result in noncompliance. Whenever the terms “can”, “may”, or “should” are referred to be a desirable item and preferred by DEQ but will not result in noncompliance.

**Non-Public Data:** shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

**Oklahoma Department of Environmental Quality (DEQ):** also referenced as the agency. DEQ is organized according to operational needs identified by the statutory responsibilities outlined in its empowering legislation. The organization consists of the Office of Executive Director, Administrative Services Division, and five technical divisions, each of which is responsible for the management of specific environmental program areas:

**Office of the Executive Director:** composed of the Office of the Executive Director (OED), the Office of General Counsel (OGC) and the Office of External Affairs (OEA). OED proper is responsible for management decisions affecting the Department as a whole, final Departmental policy, final issuance of major permits and enforcement orders, and governmental relations. OGC counsels DEQ employees on legal matters related to operation of the agency, including laws, regulations, court opinions, and enforcement actions. OEA manages a customer assistance program, media relations, social media functions, and general educational outreach for the Department.

**Administrative Services Division (ASD):** manages the support functions of the agency, including the Financial Management, Human Resources, Training, Central Records and Building Management.

**Air Quality Division (AQD):** responsible for implementing the state and federal Clean Air Acts by laying out requirements and strategies for reducing emissions and improving air quality. This includes compliance, enforcement, emissions inventory, quality assurance monitoring, analysis and permitting.

**State Environmental Lab Services Division (SELS):** responsible for providing services both inside and outside the agency. The organic and inorganic chemistry laboratories provide analytical support to the various programs within DEQ to other state agencies, and to public water supply systems of the state. The Laboratory Accreditation Unit operates an accreditation program for in-state and out-of-state environmental laboratories.

**Water Quality Division (WQD):** responsible for implementing the state and federal Clean Water Acts by laying out requirements and strategies for reducing water pollution and improving water quality. WQD operates programs for water supplies, source water protection, sludge disposal and municipal and industrial water pollution control. These programs include review of plans and specifications, permitting, tracking, compliance, enforcement, water quality planning, training and certification, and complaint resolution activities. WQD provides licensing and regulation of municipal water and wastewater operations.

**Land Protection Division (LPD):** responsible for inspecting and permitting hazardous waste and solid waste treatment, storage and disposal facilities, manages radioactive materials, restores contaminated land to safe and useful conditions and also coordinates agency environmental education.

**Environmental Complaints and Local Services Division (ECLS):** responsible for receiving and resolving environmental complaints from citizens of Oklahoma. Complaints are received in the 24 field offices and by the 24/7 environmental complaints hotline. ECLSD also responds to environmental emergencies, such as spills of hazardous materials and natural disasters. Other responsibilities include response to citizen request for private well inspections, percolation and soil profile tests, and inspections of individual sewage disposal systems; licensing and regulation of septic tank installers and septic tank cleaners; and multi-media inspections of facilities across the state, including water supplies, water pollution control facilities with air quality permits.

**Personal Data:** shall mean Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) contains electronic protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996, as amended.

**Provide:** means that all coordination and materials must be included for an item and should be included in the bid cost.

**Security Incident:** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the hosted environment used to perform the services

**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.

## II. REFERENCE WEBSITES:

- i. DEQ - <http://www.deq.state.ok.us/>
- ii. Oklahoma Office on Management and Enterprise Services: <https://omes.ok.gov/>
- iii. United States Environmental Protection Agency - <https://www.epa.gov/>
- iv. Americans with Disabilities Act (ADA) - <https://www.dol.gov/general/topic/disability/ada>
- v. United States Department of Labor: <https://www.dol.gov/>
- vi. Oklahoma Department of Labor: <https://www.ok.gov/odol/>

## III. GENERAL PROVISIONS

**Executed Contract:** The date of commencement of work shall be the date of the Notice to Proceed issued by the agency and affixed to the Purchase Order issued to encumber the cost of work and Executed Contract. This contract is a fixed price contract. Projects may be invoiced after services have been complete. Projects may be incrementally invoiced on a monthly basis, only if services on invoices have been rendered. Final payment will not be made until agency has verified project completion and is satisfied with all services rendered. No payment will be made to contractor until services are rendered and verified. No work can commence until Supplier has received a fully executed Notice to Proceed and Purchase Order. Any work commenced before the Notice to Proceed is an Unauthorized Obligation.

**Procurement Ethics:** prohibited conduct (a) Standard of conduct. The Oklahoma Central Purchasing Act, State Ethics Commission rules and other state laws contain regulations, prohibitions and penalties governing procurement ethics. Transactions relating to the public expenditure of funds require the highest degree of public trust and impeccable standards of conduct. (b) One year limitation for certain contracts. Unless otherwise provided by law, a state agency is prohibited from entering into a sole source contract, a professional service contract or a contract for the services of any person, who has terminated employment with or who has been terminated by that agency for one (1) year after the termination date of the employee from the agency. [Reference 74 O.S. §85.42(A)] An agency may enter into a sole source contract or a contract for professional services at any time with a person who is a qualified interpreter for the deaf. [Reference 74 O.S. §85.42(D)]. (c) Supplier gratuities. The State Purchasing Director and any state employee or agent of the State Purchasing Director, acting within the scope of delegated authority, or any member of their immediate family, under the Oklahoma Central Purchasing Act shall not accept any gift, donation, or gratuity for himself or any member of his immediate family from any supplier or prospective supplier of any acquisition covered by the Oklahoma Central Purchasing Act. This subsection shall not apply to exceptions to the definition of "anything of value" established in rules promulgated by the Oklahoma Ethics Commission. [Reference 74 O.S. §85.13].

**Publicity:** The award of a Contract, purchase order, or any other documentation to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press

releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State. All publicity shall be ran through the DEQ External Affairs Division.

**Oklahoma Open Records Act:** All documents are subject to public disclosure in accordance with the Oklahoma Open Records Act. All material submitted becomes the property of the State.

**Energy Conservation:** Oklahoma is an energy conservation State and we welcome any comments on the Suppliers response that would indicate energy savings

**Environmental Conservation:** Oklahoma is an energy conservation State and we welcome any comments on the Suppliers response that would indicate environmental protection and conservation to the State. Suppliers shall use EPGs products. IF EPGs products are not available, supplier shall right a justification on why they are not used.

**Oral Agreements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract. All modifications to the contract must be made in writing by the DEQ and signed by the Chief Administrative Officer.

**Non-Collusion:** Neither the Supplier nor anyone subject to the Supplier's direction or control has been a party: A). to any collusion among Suppliers in restraint of freedom of competition by agreement to contract at a fixed price or to refrain from submitting supplier contract information; 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 the awarded Supplier 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. E). Neither the Supplier nor anyone subject to the Supplier'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. F). 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.

**Conflict Of Interest:** The Contract hereunder is subject to the provisions of the Oklahoma Statutes. The Supplier certifies the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies has been disclosed. Further, the Supplier certifies the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Suppliers' firm or any of its branches has been disclosed prior to the Contract.

**Compliance With Applicable Laws:** The Contract shall be subject to Oklahoma case law, the Oklahoma Central Purchasing Act (74 O.S.85.1), Central Purchasing Rules, and other statutory requirements as applicable.

**Registration:** Suppliers pending contract award MUST register with the state pursuant to 74 O.S. § 85.33.B. Online registration and additional information may be found:  
[https://www.ok.gov/DCS/Central\\_Purchasing/Vendor\\_Registration/index.html](https://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html).

**Funding:** Due to possible future reductions in State and/or Federal appropriations, the DEQ cannot guarantee the continued availability of funding for this contract, notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable, either in full or in part, due to such reductions in appropriations, the DEQ may terminate the contract or reduce the consideration upon notice in writing to Contractor. The Department shall be the final authority as to the availability of funds. In the event of non-appropriation or discontinuance of funding for this contract, the vendor will be paid for products and/or services provided up to the effective date of termination.

**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 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.

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.

**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.

**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.

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

**Termination For Cause:** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier. 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. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

**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 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. 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.

**Compliance With The Oklahoma Taxpayer And Citizen Protection Act Of 2007:** The Vendor certifies that it and all proposed subcontractors and suppliers, whether known or unknown at the time this contract is executed or awarded, will comply with the provisions of the Oklahoma Taxpayer and Citizen Protection Act of 2007 and participate in the Status Verification System. The Status Verification System is defined in the Oklahoma Statutes, Title 25 §1312. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**Patents And Royalties:** The Supplier, without exception, shall indemnify and hold harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by

the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**Disclosures Regarding Lobbyists:** A Supplier may not reimburse itself within its contract pricing for its costs and expenses of lobbyists. Any Supplier using the services of a lobbyist to assist in obtaining a Contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State. The Supplier certifies the name and address of each lobbyist or agent of the Supplier or subcontractor who communicated with a state employee about a Contract has been disclosed prior to Contract award.

**Reservation Of Rights And Preferences:** DEQ reserves the right of creative control over the project and the right to reject any portion of or all materials produced that do not, in the sole discretion of DEQ, comply with its mission, goals or requirements. DEQ reserves the right to use vendor's suggestion(s), not use vendor's suggestion(s) or use other suggestion(s) that may meet DEQ's goals. In any event vendor shall work with DEQ to produce a quality Brownfields Conference.

**Development Of Intellectual Property:** Any improvements to Intellectual Property items of DEQ, and any new items of Intellectual Property developed by vendor or vendor's employees, agents or sub-contractors, if any during the performance of this contract shall be the property of DEQ. Contractor shall sign all documents necessary to perfect the rights of such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents.

**Ownership Of Documents:** All documentation generated as an instrument of service is and shall remain the property of the Owner, including shop drawings, equipment manuals, equipment warranties and as-built drawings. Contractor shall deliver said documents to Owner's Representative or as otherwise stated in the Solicitation upon final completion of the work.

**Damages And Equipment:** All work performed by Contractor's personnel shall be designed to preclude damage or disfigurement. Damage and/or loss to property of DEQ; property of DEQ staff and property of guests; and/or neighboring property, as a result of negligence or intent by Contractor, or Contractor's personnel shall be at Contractor's expense. All replacements and repair will be at the current cost, and paid by the Contractor. DEQ shall not be held responsible for any of Contractor's property and/or Contractor's personnel's property; including major equipment which may be lost, damaged, or stolen unless such loss, damage or theft is due to the negligence or intent of DEQ's employees or agents. Repair of damage to property of DEQ, property of DEQ staff and guests, or neighboring property, as a result of negligence or intent by supplier, or supplier's employee(s) shall be at supplier's expense. All replacements and repair will be at the current cost, and paid by the Supplier.

**Severability:** The provisions of this contract are severable, and if any part or provision hereof shall be held void, it shall not be deemed to render any other provisions void or affect or impair the effectiveness of other parts or provisions.

**Indemnity :** To the extent permitted by Oklahoma law, Contractor agrees to indemnify and hold DEQ harmless against any and all bodily injuries an property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of any term or condition of this Contract. Unless prohibited, by Article 10 of the Oklahoma Constitution, Contractor shall indemnify and hold DEQ harmless under this Contract from any and all assessments, judgments, costs including attorneys' fees, and legal and other reasonable expenses incidental to any of the foregoing.

Contractor agrees to ensure that any subcontractor under this Contract shall indemnify and hold DEQ harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from the subcontractor's actions, inaction, or other conduct relate to or arising from this Contract.

**Force Majeure:** No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

**Confidentiality :** Contractor recognizes that DEQ has and will have information, business models, and other proprietary information collectively, "Information", that is subject to confidentiality by virtue of statute or is a valuable, special and unique asset of DEQ requiring protection from improper disclosure. If such Information is disclosed, contractor agrees that contractor and their employees, agents or sub-contractors, will not at any time or in any manner, either directly or indirectly, use any Information for their own benefit, or divulge, disclose, or communicate in any manner, any Information to any third party, without prior written consent of the Executive Director of DEQ. Vendor and their employees, agents or sub-contractors will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this agreement. The confidentiality provisions of this solicitation shall remain in full force and effect after the termination of the agreement.

**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 Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

**Extension Of Services:** Award of contracts for recurring and continuing service requirements are often delayed due to circumstances beyond the control of the DEQ. DEQ may require continued performance of any services within the scope and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. DEQ may exercise the option by written notice to the Contractor. The preliminary notice does not commit DEQ to an extension. All previous terms and conditions contained within the contract and any amendments shall remain in force throughout any contract period extension resulting from this clause.

**Successors And Assigns:** The Owner and the Contractor each binds themselves, partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Contractor shall not assign, sublet or otherwise transfer its interest in this Agreement without the written consent of the Owner.

**Travel And Miscellaneous Expenses:** Travel expenses incurred are at the sole expense of the Contractor .This includes travel to all monthly planning meetings, which may be held in Oklahoma City, Tulsa, Norman or other towns or cities as necessary. The price proposed by the Contractor shall include all delivery and, if applicable, mailing charges. Only DEQ requested emergency courier or express charges may be reimbursed to the Contractor, if such are requested by authorized DEQ personnel. The Contractor must document expenses by providing receipts. DEQ shall not reimburse for the contractor's standard overhead expenses. Food and beverage costs will be paid for by conference registration fees and sponsorship revenue.

#### IV. FEDERAL FUNDS PROVISIONS

**FEDERAL FUNDS:** This contract may be subject to Federal Funds and subject to the following:

- i. The Davis Bacon Act
- ii. Fair Labor Standards Act of 1938, as Amended
- iii. McNamara-O'Hara Service Contract Act of 1965, as Amended
- iv. Contract Work Hours and Safety Standards Act, as Amended
- v. Walsh-Healey Public Contracts Act
- vi. Copeland Anti-Kickback Act

**Audit With Federal Funds:** Organizations that expend five hundred thousand dollars (\$500,000.00) or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with OMB Circular A-133, (June 26, 2003 Revision), "Audits of States, Local Governments and Non-Profit Organizations," pursuant to the Single Audit Act of 1984 31 U.S.C. 7501 *et seq.*, and subsequent amendments thereto.

**Equal Opportunity/Non-Discrimination:** The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including, but not limited to, Presidential Executive Order 11246, as amended, and the Civil Rights Act of 1964, 42 U.S.C. §2000 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701 *et seq.*; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age Discrimination in Employment Act, 42 U.S.C. §6101 *et seq.*; and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity, both to those seeking employment and those seeking services, without regard to race, color, religion, sex, national origin, age, or handicap.

**Lobbying Activities:** The Contractor certifies the following:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment, or modification of any federal grant or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**Debarment, Suspension, And Other Responsibility Matters:** In accordance with Presidential Executive Order 12549, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise ineligible for participation in federal assistance programs.

**Compliance With State And Federal Laws:** The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DEQ.



### V. PERSONNEL REQUIREMENTS

All manpower necessary to fully satisfy the requirements of this contract shall be provided by Contractor. Contractor shall only employ qualified personnel who are proficient in performing assigned tasks using modern tools, methods and techniques.

**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.

**Changes To Key Personnel And Subcontractors:** It is essential that the Contractor provides adequate experienced personnel and subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract. Contractor agrees that once assigned to work under the contract, key personnel and subcontractors shall not be removed or replaced without written notice to the DEQ. If key personnel and subcontractors are not available for work under the contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the DEQ, and shall, subject to the concurrence of the DEQ, replace such personnel with personnel of substantially equal ability and qualifications.

**Conduct On Government Property:** Contractor, Contractor's Personnel and Subcontractors shall follow the rules below while working on government property:

- i. Contractor personnel shall present a neat, clean and well-groomed appearance at all times.
- ii. Contractor will provide uniforms or visible identification to personnel to be worn on DEQ property during normal business hours.
- iii. Contractor shall ensure that employees are available for each shift. When Contractor's personnel fail to report, the contractor will provide a replacement. The contractor will provide DEQ with the names and telephone numbers of equivalent representatives who are authorized to provide replacement personnel. DEQ must be able to reach contractor's competent representative within 30 minutes and shall not be required to call more than three phone numbers in order to make contact.
- iv. Contractor and Contractor's personnel shall not be under the age of 18 years.
- v. Due to the increase of violence in the work place, The Contractor and all Contractor's personnel shall meet the following requirements. The Contractor and Contractor's personnel shall have no history of a violent offense, and not be on probation for any criminal offense. In the event an employee is convicted of a violent act, or put on probation for any criminal offense, The Contractor and Contractor's personnel shall notify DEQ immediately and dismiss the employee from duties at DEQ.
- vi. Contractor and Contractor's personnel must have a valid photo identification card and driver's license or other state or federally issued legally accepted identification documents and driver's license
- vii. Contractor and Contractor's personnel are prohibited from having firearms or other weapons in their possession, whether licensed or not'.
- viii. DEQ reserves the right to require the contractor to remove any of Contractor's personnel from DEQ Property, who endangers persons or property, displays impolite and socially unacceptable behavior, or whose continued employment under this contract is inconsistent with the interest of DEQ.

- ix. Eating or smoking by Contractor and Contractor's personnel while in the performance of their duties shall be prohibited. Smoking is prohibited by state law in, on or within 25 yards of state property.
- x. If Contractor and Contractor's personnel are allowed a break or lunch period during the course of their duties eating will be allowed in designated areas only.
- xi. Contractor and Contractor's personnel are prohibited from possessing controlled substances or intoxicating beverages while on duty.
- xii. Contractor and Contractor's personnel must treat DEQ Employees and/or visitors in a friendly and courteous professional manner at all times. Profanity will not be tolerated.

**Subcontracts:** Contractor may not enter into any subcontracts to provide the services required by this contract without first receiving written approval from DEQ. DEQ reserves the right to not approve a subcontractor and Contractor will have to find a replacement. The services to be performed under the Contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the DEQ. DEQ reserves the right to not approve a subcontractor and Contractor will have to find a replacement. The terms of the Contract, and such additional terms as the DEQ may require, shall be included in any subcontract. Approval of the subcontract shall not relieve the Contractor of any responsibility for performing the Contract. Copies of all subcontracts shall be given to DEQ at the time of issuance and execution. Any proposed agreements (e.g. licenses, maintenance agreements, etc.) that vendor or any subcontractor(s) expects to be signed, as part of a resulting contract to this RFP, shall be approved or denied by DEQ and will or will not become a part of this contract.

**Building Access :**DEQ shall escort all of contractors staff throughout the building. If DEQ approved, the contract may be issued keys and access cards. If approval is granted, the Contractor shall maintain an updated list of its employees to whom keys and access cards have been checked out which includes the job title and telephone number of each named individual. 3. Contractor shall check out the DEQ keys and access cards only to Contractor's engineer(s) and maintenance person(s) assigned to DEQ.

**State Of Oklahoma Governor's Executive Order 2012-01:** Per the State of Oklahoma Governor's Executive Order 201201, filed February 6, 2012 and effective July 1, 2012, the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma. The Vendor certifies it will comply with this Order.

**Security:** Contractor and/or Contractor's personnel shall not permit any personnel to use DEQ keys to provide access to building or locked rooms or areas except upon approval of Contractor or DEQ Management. All contractors and contractor's personnel shall check in and out with the Security Desk. A picture ID is required to enter the building.

### III. INVOICING AND PAYMENT

**Tax Exemption:** State Acquisitions are exempt from sales taxes and federal excise taxes.

**Payment Terms:** 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 be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72, unless there is an agreed Earl Payment Discount Amendment. Payment Terms start at the receipt and acceptance of a proper invoice.

**Early Payment Discount:** DEQ can pay early if a discount to price is offered. 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.

**Final Payment:** Final payment under this Contract or under a termination settlement shall be made only after the satisfactory completion of work performed under this Contract and Contractor's execution and delivery to the DEQ of a release of all claims against DEQ arising under or by virtue of this Contract. Unless otherwise provided herein, by Oklahoma law, or otherwise expressly agreed to by DEQ, Contractor and OMES, final payment under this Contract or settlement upon termination of this Contract shall not constitute a waiver of the State's claims against Contractor, his sureties or his liability bonds held under this Contract.

**Proper Invoice:** An invoice is considered proper if sent to the proper recipient and goods or services have been received. Contractor shall invoice DEQ monthly for the costs specified within the contract and/or purchase orders. The proper recipient of invoices is DEQ Accounts Payable. Invoices shall be sent to: Oklahoma Department of Environmental Quality Attention: Accounts Payable P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677 or [AccountsPayable@deq.ok.gov](mailto:AccountsPayable@deq.ok.gov). Failure to comply may result in late payments. 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.

**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.

**Additional Terms and Conditions:** This contract may be subject to additional provisions listed below:

- i. Solicitations Provisions
- ii. Construction and Properties Provisions
- iii. Information Services Provisions